

**RFP #18-122
Three New AEV Ambulances**

City of Broken Arrow, Oklahoma

**From:
BOK Financial Equipment Finance, Inc.
5956 Sherry Lane, Suite 600
Dallas, TX 75225**

**RFP Delivery Address:
City of Broken Arrow
Attention: Pat Harrison, Purchasing Agent
1700 West Detroit
Broken Arrow, OK 74012**

Due By: 3:30 pm October 17, 2017

Request for Proposal RFP #18-122

**Capital Lease Financing for
Three New AEV Ambulances**

City of Broken Arrow, Oklahoma

September 22nd, 2017

Proposals Due by 3:30 P.M. Central Standard Time October 17, 2017

**Bids will open on October 18th, 2017 at 10:30 am at the Broken
Arrow Purchasing Office ,1700 West Detroit, Broken Arrow, Ok.**

**Please Label Proposals with Firm's Name and Address and
RFP for Capital Lease Financing for Three New AEV Ambulances**

**REQUEST FOR PROPOSAL
FOR CAPITAL LEASE FINANCING
FOR THREE NEW AEV AMBULANCES**

The purpose of this Request for Proposal ("RFP") is to solicit proposals from qualified firms to enter into a capital lease agreement (the "Lease") with City of Broken Arrow, Oklahoma for the financing of the purchase of three new AEV Ambulances.

The AEV Ambulance's will be used by the Broken Arrow Fire Department for EMS services.

The City desires to finance this through a capital lease agreement. The estimated project amount is approximately \$930,000. This financing should be bid as a non-bank qualified borrowing.

Authority for capital lease purchases is contained in the City's approved budget and again as the ambulance purchase was approved by the City Council.

The Lease will be structured as a Non tax-exempt capital lease. The terms of the financing would be Option "A" a 4-year lease for \$730,000 or Option "B" a 5-year lease for \$930,000 with equal annual principal and interest payments, level annual debt service, with funds anticipated to be transferred from the lessor to the City on December 1, 2017.

All lease quotations should be calculated with annual payments in arrears and shall include "failure to fund" clauses as mandated for this type of government borrowing. The annual interest rate, the annual payment amount, and the total payment amount should be included in the bid.

Because of the length of time between when the financing proposals are due (i.e., October 17, 2017), and when funds are expected to be transferred (i.e., December 1, 2017) the City requests that the proposals include a fixed rate bid that is good for the 45 days from the October 17th proposal due date to and including the timeline lease closing date of November 17, 2017. The Respondent's proposal needs to specify the basis for the recalculation of the rate should the lease closing occur after November 17th. The fixed rate bid is requested in order to allow sufficient time for the Finance Director to obtain the City Council's approval of the Respondent's fixed rate bid proposal.

Respondents to this RFP are advised to review Appendices A through C before beginning work on the proposal.

- (1) Term Sheet and Bid Form (Appendix A)
- (2) Investor Representation Letter (Appendix B)
- (3) Capital Asset schedule for this transaction (Appendix C)

The City's annual financial report for the most recent three fiscal years ending June 30, 2016 are found on the City's website: <http://www.brokenarrowok.gov/68/finance-department>

Other general and background information regarding the City of Broken Arrow may be obtained at the following web address: <http://www.brokenarrowok.gov>

Terms and Conditions:

The City has the right to reject any and all proposals; and to negotiate with one or more bidders to further modify the proposals. Submittal of a proposal does not create any right in or expectation to a contract with the City. The City has the right to reduce the amount to be financed; to utilize alternative financing mechanisms; to disqualify any proposals not meeting the Request for Proposal due dates; to disqualify any proposals not following Request for Proposal communication procedures; and to disqualify any proposals not responsive to the criteria specified for evaluation. The City has the right to take into consideration the abstract and the formal content of the proposal. The City will not incur a financial obligation for any costs incurred by any company in preparing their proposals. The City reserves the right to request clarification of submitted information and to request additional information from Respondents.

All proposals and materials submitted in conjunction with the proposals will become the property of the City.

The City has the right to extend or waive timelines, but if it does so, will provide the same extension or waiver to all bidders.

Bidders warrant that no elected or appointed official or employee of the City will benefit personally from this contract. The City reserves the right to refuse to award any contract to or resend any contract entered into with any bidder who offers any gratuity of any kind to a public official to induce the City to enter into this agreement.

Bidders are required to comply with all applicable provision of federal, state or local law.

Additional Considerations:

Respondents wishing to negotiate modification of terms and conditions stated within this RFP must attach a copy of the City's RFP and show proposed changes (deleted sections with a strike over and added sections in boldface type). A Respondent's failure to identify any such changes in their Proposal will preclude the Respondent from raising any such changes thereafter. The City's selection of any Respondent who proposes changes to the City's RFP terms shall not be deemed as acceptance of the Respondent's proposed changes. If bids are subject to additional terms, that the City decides are not in its best interest, the City reserves the right to deem that proposal as unresponsive. At all times, the City reserves the right to evaluate other criteria it deems appropriate, whether or not such factors have been stated in this RFP, and to award the bid to a Respondent that is not the lowest bidder.

Master Lease Agreement:

The Respondent's proposals should include their proposed Master Lease Agreement and a full set of lease documents. The City will review these documents during its Evaluation Process of Respondents' proposals. At all times, the City reserves the right to use its own lease documents and to negotiate changes in the proposed agreements. The City reserves the right to accept or reject any changes in language and reserves the right to make final conforming changes to the documents.

QUESTIONS AND INQUIRIES

Firms interested in responding to the RFP are specifically directed NOT to contact any employees or officials of the City other than those specifically designated in this RFP. Unauthorized contact may be cause for rejection of proposals at the City's sole and absolute discretion.

If you have questions regarding this RFP, e-mail your questions to: jheinrichs@brokenarrowok.gov by 3:00 pm CST Monday, October 11th.

A summary of the substantive information pertaining to this RFP will be posted on the City's Purchasing website at: <http://www.brokenarrowok.gov> by 3:00 pm CST on Wednesday, October 13th.

After October 11th, no questions or requests for interpretation will be accepted with the exception of City vendor compliance questions.

PROPOSAL SUBMISSION REQUIREMENTS

Time and Place for Submission of Proposals

Proposals and all related materials must be received by 3:30 PM CST on October 17, 2017. Proposals may be hand delivered to the Purchasing Office at 1700 West Detroit or mailed to:
City of Broken Arrow
Attention: Pat Harrison, Purchasing Agent
1700 West Detroit.
Broken Arrow, OK 74012

Bids will open on October 18th, 2017 at 10:30 am at the Broken Arrow Purchasing Office ,1700 West Detroit, Broken Arrow, Ok.

(Faxed proposals will not be considered.)

Contents of Proposal

The following items must be included in your proposal and packaged in a sealed envelope clearly marked with the Firm's Name and Address and "**RFP for Capital Lease Financing for Three AEV Ambulances**".

Complete but concise proposals are recommended for ease of review by the Evaluation team. All parts, pages, figures, and tables should be numbered and clearly labeled.

A. Respondent's Contact Information

This section should contain the name of the contact person, the address, and the telephone number of the firm submitting the proposal.

B. Professional Experience

This section should contain all pertinent information relating to the Respondent's organization and experience that would substantiate its qualifications and capabilities to satisfy the requirements of the RFP. Proposals should provide a straightforward, concise description of the Respondent's company, certifications, licenses, and experience with municipal capital lease agreements.

This section should also include the resume of the lead professional staff person who will be assigned to this transaction, and two concise but descriptive summaries of this person's prior experience with representative lease financing transactions.

Marketing and sales type information should be excluded.

The Respondent's use of any and all third parties and subcontractors, as it relates to providing services under this proposal, must be fully disclosed and explained.

C. Original copies of all documents required to execute the financing

Respondents are required to submit their proposals with copies of all documentation required to execute financing. This includes but is not limited to: all standard lease documents, equipment schedules, escrow agreement, proof of insurance, municipal guarantees, upfront payment requirements, and any security deposit requirements.

Also, each Respondent must indicate any specific covenants or security features that will be required to obtain a financing commitment.

Failure to provide all documentation required to execute the financing with the proposal package will result in the proposal being considered unresponsive.

D. Six (6) printed copies of each Respondent's complete proposal package

E. One (1) CD-ROM or Memory Stick containing the entire contents of the Respondent's proposal

If it becomes necessary to revise any part of this RFP or otherwise provide additional information to potential bidders, an addendum will be posted on the City's website.

If you require additional information, please contact Jay Heinrichs at (918) 259-2400 Ext 5328 or at jheinrichs@brokenarrowok.gov.

APPENDIX A

Term Sheet and Bid Form

TERM SHEET

NON TAX-EXEMPT LEASE PURCHASE
TRANSACTION FOR THREE AEV AMBULANCES
CITY OF BROKEN ARROW,
OKLAHOMA
OCTOBER 17, 2017

This term sheet is a summary of the terms for this financing and is not intended to be a complete description. Please refer to information provided in this RFP and its three Appendices for additional information.

Lessee: City of Broken Arrow

Total Transaction Size: Option "A" \$730,000.00* or Option "B" \$930,000.00*

Structure: Non Tax-Exempt Capital
Lease Subject to
Appropriation Level Debt
Service

Rating: Unrated

Method of Sale: Private Placement

Term: Option "A" 4 years or Option "B" 5 years

Credit Enhancement: None

Security: The equipment

Use of Proceeds: The proceeds will be used to finance the purchase of Three AEV Ambulances to be used by the Broken Arrow Fire Department EMS. A description of the AEV Ambulances to be acquired are contained in Appendix C.

* Subject to change

It is anticipated that the selection of a firm will be completed by October 27, 2017, with action slated by the City Council on November 7th. Following notification of the selected firm, it is expected that a contract will be executed between both parties by November 17th. The following are approximate key dates in connection with the lease financing. Actual dates will be set by the City.

RFP Timeline *

RFP issued by the City	September 22, 2017
Deadline for RFP questions (3:00 PM CST)	October 11, 2017
Answers to RFP questions available on-line	October 13, 2017
Proposals Due (3:30 PM CST)	October 17, 2017
Bid opening (10:30 am)	October 18 th , 2017
Selection of Finalists	October 27, 2017
Submit proposed contract to City Council	November 7, 2017
Lease Closing	November 17, 2017
Transfer of Funds to City	December 1, 2017
First payment by City on lease	December 1, 2018

* Each date is subject to change. Check website for latest schedule.

Transaction Description:

This transaction Option "A" \$730,000 or Option "B" \$930,000 will be an advanced funded transaction with a portion of the proceeds to be disbursed directly to the City for capital assets purchased prior to lease closing date and the remaining portion to be placed in an escrow account(s) to be held by the Escrow Agent from which the equipment invoices and the costs of issuance will be paid. For equipment that has been purchased and paid for by the City prior to Lease Closing, the City will submit invoices and payment documentation in order to have the financing flow directly to the City. The City will make annual principal and interest payments on the lease financing directly to the Investor; and the first principal and interest payment will be due on December 1, 2018.

The City reserves the right to accept or reject any lease documents proposed by the Respondent. If bids are subject to additional terms, the City reserves the right to negotiate with Respondent(s). The City always retains its right to award the transaction to other than the lowest bid. Please attach the bid form and an amortization schedule for Option "A" \$730,000 or Option "B" \$930,000 to complete the documentation.

The successful proposer will be required to provide an investor representation letter at the time of closing. A proposed form of the Investor Representation Letter is contained in Appendix B.

City of Broken Arrow reserves the right to reject all bids. The City reserves the right to cancel or postpone the bid date.

Option "A"

OFFICIAL BID FORM
NON TAX-EXEMPT LEASE PURCHASE
TRANSACTION THREE AEV AMBULANCES
CITY OF BROKEN ARROW, OKLAHOMA

Transaction Size: \$730,000.00*
Term: 4 years
Structure: Annual payments of principal and interest in arrears.
Annual level debt service
Funds are estimated to be required on December 1, 2017.
First payment by Lessee will be on December 1, 2018.
Proposers should provide their all-in cost of financing.

I. FIXED RATE RESPONSE

Interest Rate: 3.30% (This is a fixed rate bid that is good for the 45 days from the October 17th proposal due date to and including the timeline lease closing date of November 17, 2017). Specify the basis for the recalculation of the rate should the lease closing occur after November 17: _____

SEE TERM SHEET ADDENDUM FOR LANGUAGE

Payment Structure:

Total Principal Payment	\$ 730,000.00*
Issuance Cost	\$ <u>1,150.00</u> documentation fees and escrow account fees
Total financing	\$ <u>730,000.00</u>
Total Interest Cost Over Term	\$ <u>61,202.38</u>
Annual Payment Amount	\$ <u>197,800.59</u>

*subject to change

Firm Name BOK Financial Equipment Finance, Inc.

Contact Person: Zane Burgess, President

Email Address: zburgess@bokf.com

Telephone Number: 214-987-8864

ATTACH AMORTIZATION SCHEDULE

Option "B"

OFFICIAL BID FORM
NON TAX-EXEMPT LEASE PURCHASE
TRANSACTION THREE AEV AMBULANCES
CITY OF BROKEN ARROW, OKLAHOMA

Transaction Size: \$930,000.00*
Term: 5 years
Structure: Annual payments of principal and interest in arrears.
Annual level debt service
Funds are estimated to be required on December 1 2017.
First payment by Lessee will be on December 1, 2018.
Proposers should provide their all-in cost of financing.

II. FIXED RATE RESPONSE

Interest Rate: 3.38 % (This is a fixed rate bid that is good for the 45 days from the October 17th proposal due date to and including the timeline lease closing date of November 17, 2017). Specify the basis for the recalculation of the rate should the lease closing occur after November 17: _

SEE TERM SHEET ADDENDUM FOR LANGUAGE

Payment Structure:

Total Principal Payment	\$ 930,000.00*
Issuance Cost	\$ <u>1,150.00</u> documentation fees and escrow account fees
Total financing	\$ <u>930,000.00</u>
Total Interest Cost Over Term	\$ <u>96,390.82</u>
Annual Payment Amount	\$ <u>205,278.16</u>

*subject to change

Firm Name BOK Financial Equipment Finance, Inc.

Contact Person: Zane Burgess, President

Email Address: zburgess@bokf.com

Telephone Number: 214-987-8864

ATTACH AMORTIZATION SCHEDULE

TERM SHEET ADDENDUM

Option "A"

Transaction Size: \$730,000.00 – Term: 4 years

Interest Rate Recalculation Information: The Indicative Interest Rate is based on the **Four (4) Year Interest Rate Swap** as listed in the Intercontinental Exchange website <https://www.theice.com/marketdata/reports/180> and using the "USD Rates 1100" (the "Index"). As of October 12, 2017, the Index was 1.955%. Please note that the rent amount and indicative interest rate quoted herein are based upon the assumption that, at the time of funding, the Index quoted herein will be the same, otherwise the rent amount will be adjusted upward accordingly. If the Index has increased once the Commencement Date has been established, the Monthly Rental Factor will increase one (1) basis point for every one (1) basis point increase change in the Index.

**OPTION "A"
AMORTIZATION SCHEDULE**

Date	Payment	Interest	Principal	Ending Balance
12/1/2017	\$ 0.00	\$ 0.00	\$(730,000.00)	\$730,000.00
12/1/2018	\$197,800.59	\$24,090.00	\$ 173,710.59	\$556,289.41
12/1/2019	\$197,800.59	\$18,357.55	\$ 179,443.04	\$376,846.36
12/1/2020	\$197,800.59	\$12,435.93	\$ 185,364.66	\$191,481.70
12/1/2021	\$197,800.59	\$ 6,318.90	\$ 191,481.70	\$ 0.00
Total	\$791,202.38	\$61,202.38	\$ (0.00)	

Option "B"

Transaction Size: \$930,000.00 – Term: 5 years

Interest Rate Recalculation Information: The Indicative Interest Rate is based on the **Five (5) Year Interest Rate Swap** as listed in the Intercontinental Exchange website <https://www.theice.com/marketdata/reports/180> and using the "USD Rates 1100" (the "Index"). As of October 12, 2017, the Index was 2.021%. Please note that the rent amount and indicative interest rate quoted herein are based upon the assumption that, at the time of funding, the Index quoted herein will be the same, otherwise the rent amount will be adjusted upward accordingly. If the Index has increased once the Commencement Date has been established, the Monthly Rental Factor will increase one (1) basis point for every one (1) basis point increase change in the Index.

**OPTION "B"
AMORTIZATION SCHEDULE**

Date	Payment	Interest	Principal	Ending Balance
12/1/2017	\$ 0.00	\$ 0.00	\$(930,000.00)	\$930,000.00
12/1/2018	\$ 205,278.16	\$31,434.00	\$ 173,844.16	\$756,155.84
12/1/2019	\$ 205,278.16	\$25,558.07	\$ 179,720.10	\$576,435.74
12/1/2020	\$ 205,278.16	\$19,483.53	\$ 185,794.64	\$390,641.11
12/1/2021	\$ 205,278.16	\$13,203.67	\$ 192,074.49	\$198,566.61
12/1/2022	\$ 205,278.16	\$ 6,711.55	\$ 198,566.61	\$ 0.00
Total	\$1,026,390.82	\$96,390.82	\$ (0.00)	

INVESTOR REPRESENTATION LETTER

To: City of Broken Arrow, Oklahoma

Ladies and Gentlemen:

The undersigned (the "Lessor") intends to enter into a Master Capital Lease Agreement dated as of October 17, 2017 (the "Lease") with the City of Broken Arrow, Oklahoma (the "Lessee"), to finance various improvements (the "Equipment") designed to provide Three A/EV Ambulances. The Lessor will advance funds under the Lease. All payments by the City under the Lease are subject to annual appropriation by the City.

The Lessor hereby agrees that its investment under the Lease shall constitute an affirmation, with respect to its investment under such Lease, of the following representations, upon which you may rely:

1. The Lessor understands that no official statement, prospectus, offering circular, private placement memorandum or other offering statement containing material information with respect to the Lease is being furnished and that the Lessor is responsible for making its own inquiry and analysis, exercising due diligence, with respect to the Lessee, the Lease, the security therefore and other material factors affecting the security for and payment of the Lease.
2. The Lessor acknowledges that it has had the opportunity to obtain such information and materials as the Lessor believes to be necessary to evaluate the merits and risks of its investment in the Lease. In making its investment decision, the Lessor has relied solely upon its independent investigation and had the opportunity to ask questions and receive answers concerning the Lessee, the Lease, and the security therefore.
3. The Lessor has knowledge and experience in the financial and business matters that make it capable of evaluating the merits and risks of its investment in the Lease. The Lessor acknowledges that no market may exist for resale of the Lease. The Lessor is able to bear the economic risks of such investment for an indefinite period of time.
4. The Lessor acknowledges that it is an "accredited investor" as defined in Regulation D under the Securities Act of 1933, as amended.
5. The Lessor recognizes that in this transaction, the Lessor assumes responsibility for obtaining complete and accurate information needed to make its proposal, and for making such investigation as it deems necessary or desirable in connection with its decision to make its investment under the Lease.
6. The Lessor understands that the Lease will carry no rating from any rating service and pursuant to exemptions therefrom, are not being registered under the Securities Act of 1933 as amended, and is not being registered or otherwise qualified for sale under the "Blue Sky"

laws and regulations of any state. The Lessor acknowledges that the Lease may be resold in the future only in compliance with applicable federal and state securities laws.

7. The Lessor is entering into the Lease solely for investment for the Lessor's own account and not with a view to, or for offer or sale in connection with, a public distribution of the Lease. This letter is intended solely for the use and benefit of the addressees; no other person may rely hereon.



Lessor - BOK Financial Equipment Finance, Inc.

10/16/17

Date

**APPENDIX C
October 2, 2017**

Proposed to Be Leased

Fire Department EMS:

REV Vehicles for life:

Three AEV Ambulances: \$ 930,000

TOTAL PROPOSED CAPITAL PURCHASE: \$ 930,000

THIS BID IS INVALID IF NOT SIGNED BY THE PROPOSER AND NOTARIZED

PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: TEXAS

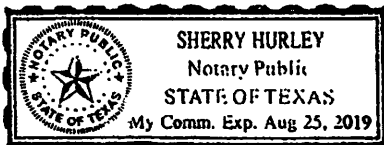
COUNTY OF: DALLAS

Zane Burgess, of lawful age, being first duly sworn, on oath says: 1. (S)he is the duly authorized agent of BOK Financial Equipment Finance, Inc., the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached; 2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and 3. neither the proposer nor anyone subject to the proposer's direction or control has been a party: a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b). to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X Zane Burgess

Subscribed and sworn to before me this 16th day of October 2017

My Commission Expires: 8/25/19 Sherry Hurley



Notary Public (or Clerk or Judge)

THIS PROPOSAL IS INVALID IF NOT SIGNED BY THE PROPOSER AND NOTARIZED

INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:


STATE OF: TEXAS

COUNTY OF: DALLAS

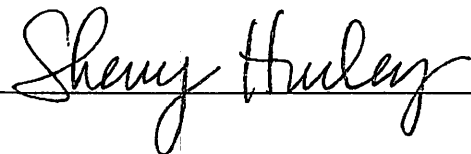
Zane Burgess, Of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

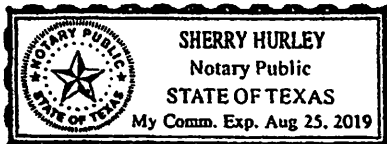
NONE

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X 

Subscribed and Sworn to before me this 16th day of October 2017

My Commission Expires: 8/25/19 



Notary Public

RFP #18-122 Addendum

Contents of Proposal:

A. Respondent's Contact Information:

General Information:

Name of Firm: BOK Financial Equipment Finance, Inc.
5956 Sherry Lane, Suite 600
Dallas, TX 75225

Firm in Operation since 1999

BOK Financial Equipment Finance, Inc. is a subsidiary of BOKF, NA, which is a subsidiary of BOK Financial Corporation. The company's stock is publicly traded on NASDAQ under the Global Select market listings (BOKF).

Primary Contacts:

Zane Burgess, President
214-987-8864 (Office)
214-803-0563 (Cell)
zburger@bokf.com

Sherry Hurley, Lease Coordinator (day-to-day contact)
214-987-8818 (Office)
shurley@bokf.com

Address for all Lease payments (LockBox):

BOK Financial Equipment Finance, Inc.
c/o BOKF, NA dba Bank of Oklahoma, Credit Services
Dept. 1381
Tulsa, OK 74182-1381

All other correspondence should go to 5956 Sherry Lane, Suite 600, Dallas, TX 75225 address. Upon request we can provide wiring instructions or physical address for overnight packages for Lease payments.

Address of BOKF, NA Headquarters:

BOKF, NA
One William Center - BOK Tower
PO Box 2300
Tulsa, OK 74192

BOKF, NA dba Bank of Oklahoma contacts:

Teresa Perry, SVP
918-595-3196 (Office)
tperry@bokf.com

B. Professional Experience:

BOK Financial Equipment Finance, Inc. ("BOKFEF") is a subsidiary of BOKF, NA, which is a subsidiary of BOK Financial Corp ("BOKF"). BOKF is a publically traded company that is list on the NASDAQ under BOKF. BOK Financial has been in business since 1910 and has been providing financial service to individuals, corporations and tax exempt entities such as governmental entities that range from Cities, Counties, States, Universities, School Districts, etc... We have physical locations in 7 states and have 4700 employees throughout the United States. BOK Financial Equipment Finance, Inc. (BOKFEF) has been in existence since 1999 and has provided taxable and tax exempt financing for many clients going back to the inception of BOKFEF.

Zane Burgess (see attached resume): I have been in the equipment finance industry for 25 years and have been involved with Municipal Lease Transactions ever since my first job in the industry. I have financed the following collateral types via municipal lease agreement: fire trucks, ambulances, construction equipment, police cars, buildings, score boards, and water rights.

I have been at BOKF for 10 years and I lead the leasing effort that entails providing municipal financing for BOKF clients and prospects along all types of businesses and organizations. My assistant, Sherry Hurley – Lease Coordinator, handles all documentation, funding and general servicing of leases and has been with BOKF for 12 years and has handled all of the municipal leases for the equipment described above. We are very experienced in the municipal lease financing industry.

R. Zane Burgess
160 Green Oaks Lane
Southlake, TX 76092
214-803-0563

Employment History

June 2007 - Present **BOK Financial Equipment Finance, Inc. f/k/a BOKF Equipment Finance, Inc., Dallas, TX**

 June 2008 - **President**
Responsible for all aspects of the Equipment Leasing line of business for BOK Financial. Responsibilities include being a player/coach regarding business origination, management of a \$148MM lease portfolio and lease end negotiations. Completed and implemented a 5 year Strategic Plan to grow profits by 10% on a year over year basis. Implemented an upgrade from Lease Plus to Aspire and managed through the conversion and training on the new leasing system.

 June 2007 - **Senior Vice President**
 June 2008 Responsible for the Equipment Leasing line of business for BOK Financial. Responsibilities include business origination, portfolio management and lease end negotiations. '07 volume \$16.6M and over \$271K in Fee Income and Gains on equipment sale.

December 2001 - **Frost Leasing, Dallas, TX**
June 2007 **Senior Vice President** - Manage territory of Dallas/Fort Worth, TX; responsibilities include identifying leasing opportunities with existing bank clients; education of Commercial Bank Officers and customer regarding benefits of leasing; direct solicitation of end users to identify additional opportunities for Frost Bank; '02 volume of \$9 million vs. budget of \$8 million, '03 volume of \$17 million vs. budget of \$15 million, '04 volume of \$26 million vs. budget of \$20 Million, '05 volume of \$25 million vs. budget of \$24 million, '06 volume of \$15 million vs. budget of \$24 million, '07 volume of \$8 million through June.

October 2001 - **Washington Mutual Bank, Fort Worth, TX**
December 2001 **Vice President** - Create a portfolio as a Commercial Relationship Manager of Middle Market companies in the Tarrant County market; responsibilities include origination of new business on a direct basis, maintain the bank relationship and servicing our customers while introducing them to the numerous products that the bank had to offer.

Dec. 2000 - **Mellon US Leasing, Dallas, TX**
July 2001 **Vice President** - Manage a territory that consists of Texas, Oklahoma, Arkansas and Louisiana; responsibilities include origination of new business on a direct basis to finance capital equipment needs; facilitate and negotiate financing/leasing packages; responsible for a \$20 million budget.

Dec. 1996 - **Banc One Leasing Corporation, Fort Worth, TX**
Dec. 2000 **Vice President** - Manage territory of Fort Worth, TX; responsibilities include identifying leasing opportunities with existing bank clients; education of Commercial Bank Officers regarding benefits of leasing; direct solicitation of end users to identify additional

opportunities for Bank One; '97 volume of \$9 million vs. budget of \$8 million, '98 volume of \$18 million vs. budget of \$15 million, '99 volume \$18.5 vs. budget of \$20 million.

Nov. 1995 -
Nov. 1996

General Electric Capital Corporation, Dallas, TX

Commercial Asset Funding Group

Managed a territory of Oklahoma; responsibilities include direct calling on end user companies to provide financing solutions for capital equipment needs; facilitate and negotiate financing/leasing packages.

Aug. 1995 -
Nov. 1995

Strick Finance Company, Dallas, TX

Manage a territory of Louisiana, Arkansas, Missouri, Kansas, Colorado, Oklahoma, Texas and New Mexico; direct calling on Semi-Truck and Trailer dealers and transportation companies; negotiate financing/leasing packages.

July 1995 -
July 1992

The CIT Group/Equipment Financing, Inc., Dallas, TX

May 1994 -
July 1995

District Sales Manager, Minneapolis, MN

Manage a territory of South Dakota and southern Minnesota; direct calling on construction equipment dealers and direct end users; facilitate and negotiate/leasing packages; responsible for \$10 million in volume per year.

Develop new, inactive territory. Met 100% of quota on volume and 225% of quota on fee income. Developed strong dealer contacts and rapport with all customers.

July 1992 -
April 1994

Transaction Coordinator, Dallas, TX

Documented and processed financing packages for 9 District Sales Managers; liaison between filed sales personnel and credit department.

Education

B.A. Liberal Arts, 1990

University of Central Oklahoma, Edmond, OK

G.P.A.: 3.10

- C. Lease Documents required to execute the financing for Option "A" and Option "B" (see attached). Also, another section after the document packages for Option "A" and "B" will be Escrow Account required documents.**

Please provide a Sales Tax Exemption Certificate with the executed documents.

OPTION "A"
LEASE DOCUMENTS
(PLEASE SEE ATTACHED)

EQUIPMENT LEASE/PURCHASE AGREEMENT
Lease No. CBAL1180193-001

LESSOR: BOK Financial Equipment Finance, Inc. 5956 Sherry Lane, Suite 600 Dallas, Texas 75225 ATTN: President – Leasing Phone: (214) 987-8864 Fax: (214) 256-7518	LESSEE: City of Broken Arrow, Oklahoma 1700 West Detroit Broken Arrow, OK 74012 ATTN: Pat Harrison Phone: (918) 259-2400 Fax: _____ TIN: 73-6005109 Lessee's Legal Business Form: Municipality Lessee's State of Formation: OK
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THIS EQUIPMENT LEASE/PURCHASE AGREEMENT (the "Agreement") is dated as of October 16, 2017 and entered into between BOK Financial Equipment Finance, Inc. ("Lessor"), and City of Broken Arrow, Oklahoma ("Lessee").

RECITALS

A. Lessor desires to lease the Equipment, as hereinafter defined, to Lessee and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement.

B. This Agreement shall consist of this Equipment Lease/Purchase Agreement, together with all riders, exhibits and schedules attached hereto and an Escrow Agreement and one or more Acceptance Certificates

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

ARTICLE I

Section 1.01. In consideration of: (a) the agreement by Lessor to lease the Equipment to Lessee; and (b) the agreement by Lessee to lease the Equipment from Lessor, the parties hereto do ratify and affirm this Agreement for the remainder of this Fiscal Year (as defined below).

Section 1.02. Lessee represents, covenants and warrants to Lessor as follows: (a) Lessee is a state or political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such; (b) Lessee is authorized under the Constitution and laws of the State of Oklahoma (the "State") to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder; (c) the execution and delivery of this Agreement by or on behalf of Lessee has been duly authorized by all necessary action of the governing body of Lessee, Lessee has obtained such other approvals and consents as are necessary to consummate this Agreement, and all requirements have been met and procedures have been followed in order to ensure the enforceability of this Agreement; (d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition of the Equipment hereunder; (e) Lessee shall cause to be executed and delivered to Lessor an opinion of counsel, an incumbency certificate and such other documents as counsel for Lessor and Lessee agree are reasonably required in order to carry out the intent and purpose of this Agreement, and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder; (f) the execution, delivery and performance of this Agreement and transactions contemplated herein will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, bond, loan or credit agreement or other instrument to which Lessee is a party or by which it is bound; (g) there are no actions, suits or proceedings pending or, to the knowledge of Lessee, threatened against or affecting Lessee in any court or before any governmental commission, board or authority which, if adversely determined, would have a material adverse effect on the ability of Lessee to perform its obligations hereunder; and (h) the Equipment is, and shall remain during the term of this Agreement (the "Term") personal property.

ARTICLE II
DEFINITIONS; IMPLEMENTATION

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acceptance Certificate" is the document, substantially in the form attached, which shall be executed and delivered to Lessor as evidence of the acceptance of the Equipment by Lessee.

"Amortization Schedule" means the document substantially in the form attached which shall set forth the terms and provisions of Lessee's payment obligation with respect to the Equipment.

"Commencement Date" is the date when the Lessee delivers an executed Acceptance Certificate to Lessor or the date when Lessor deposits the anticipated acquisition price of the Equipment.

"Equipment" means the personal property consisting of equipment described in Exhibit A and one or more Acceptance Certificates executed by Lessee and delivered to Lessor pursuant hereto, together with any and all additions, modifications, attachments, accessions, substitutions, replacements and parts thereof.

Section 2.02. Implementation of Escrow Funded Transaction. Escrow funded transactions entered into hereunder shall be implemented by Lessee executing and delivering to Lessor (a) an Amortization Schedule; (b) an Escrow Agreement; and (c) upon acceptance of the Equipment, an Acceptance Certificate with respect thereto. Should the Escrow be funded subsequent to the commencement of interest on the Agreement, Lessor shall deposit into the Escrow an amount equal to the accrued interest on the Agreement on the date of the funding of the Escrow.

Section 2.03. Implementation of Non-Escrow Funded Transactions. Non-escrow funded transactions entered into hereunder shall be implemented by Lessee executing and delivering to Lessor, upon acceptance of the Equipment, an Acceptance Certificate and an Amortization Schedule.

ARTICLE III
TERM

Section 3.01. Term of Agreement. This Agreement shall be effective upon approval by the City Council of the Lessee and execution hereof by both parties, and shall remain in effect until 12/01/2021 and thereafter, upon mutual ratification, unless earlier terminated pursuant to the provisions of Section 3.02, below.

Section 3.02. Termination of Term. This Agreement will terminate upon the earliest of any of the following events:

(a) the end of the fiscal year of Lessee ("Fiscal Year") during which an Event of Nonappropriation (as defined in Section 5.06 below) occurs;

(b) Lessee's purchase of the Equipment under the provisions of Article VIII or X of this Agreement;

(c) a default by Lessee and Lessor's election to terminate this Agreement under Article XII; or

(d) the payment by Lessee of all Rental Payments and all other sums required to be paid by Lessee hereunder.

ARTICLE IV
ENJOYMENT OF EQUIPMENT

Section 4.01. So long as Lessee is not in default hereunder hereunder and no Event of Nonappropriation (as defined below) has occurred, as to claims of Lessor or persons claiming under Lessor, Lessor hereby covenants that Lessee shall peaceably and quietly have, hold, possess, use, and enjoy the Equipment, without suit, trouble or hindrance from Lessor, subject to the terms and provisions hereof. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V
RENTAL PAYMENTS

Section 5.01. Payment of Rental Payments. Lessee shall pay Rental Payments exclusively from legally available funds in lawful money of the United States of America to Lessor at the address set forth on the execution page hereof in the amounts and on the dates set forth in the Schedule of Payments.

Section 5.02. Interest and Principal Components. As set forth on the Schedule of Payments, a portion of each Rental Payment is paid as, and represents payment of, interest and the balance is paid as, and represents payment of, principal.

Section 5.03. Rental Payments to be Unconditional. The obligation of Lessee to make payment of the Rental Payments required under this Article V and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any vendor or the manufacturer of the Equipment (the "Vendor") or any other person, or any defects, breakdowns or malfunctions in the Equipment, Lessee shall pay all Rental Payments when due and shall not withhold any Rental Payments or assert any right of set-off or counterclaim against its obligation to make any payments under this Agreement. Lessee's obligation to make Rental Payments shall not be abated through accident or unforeseen circumstances.

Section 5.04. Appropriations. (a) Lessee, by entering into this Agreement, acknowledges its current intention to make all payments due under this Agreement during its current Fiscal Year on the dates such payments are then due, but does not commit to a legal or other obligation to make other payments due under this Agreement or to incur any liability or debt beyond the revenue and income provided during its then current Fiscal Year. The liability and obligations of Lessee during each Fiscal Year and remedies of Lessor will be limited to recovery only of funds appropriated for payments for such Fiscal Year. (b) Lessee agrees (i) that the governing body of Lessee shall, for each ensuing Fiscal Year in which the payments are scheduled to be made, to the extent funds have been appropriated for such Fiscal Year, make all such payments as and when due; and (ii) that if sufficient funds are appropriated and budgeted for the next Fiscal Year for the lease of the Equipment (or purchase thereof as provided herein, as applicable), then this Agreement will continue during such Fiscal Year.

Section 5.05. Funding Intent. Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments and other payments during the term of this Agreement. Lessee affirms that funds to pay Rental Payments and other payments under this Agreement are available for Lessee's current Fiscal Year. Lessee and Lessor agree that Lessee's obligation to make Rental Payments under this Agreement will be Lessee's current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Agreement will be interpreted as a pledge of Lessee's general tax revenues, funds or moneys.

Section 5.06. Nonappropriation. If, during a Fiscal Year (the "Current Fiscal Year") the governing body of Lessee fails to specifically include in its proposed budget or related documents, or to appropriate sufficient funds to make the Rental Payments and other amounts due under this Agreement in the next succeeding Fiscal Year with regard to any specific Item of Equipment, then Lessee will immediately (but in no event later than 90 days prior to the end of the Current Fiscal Year) notify Lessor or its assignee of such occurrence. In such event, an event of nonappropriation ("Event of Nonappropriation") will be deemed to have occurred, and this Agreement will be terminated as it applies to any and all item or items of Equipment to which such Event of Nonappropriation applies at the end of the Current Fiscal Year, whereupon Lessee will be obligated to pay all amounts then due under this Agreement subject to the provisions herein. At the end of the Current Fiscal Year, Lessor will have the right to take possession of such item of Equipment and title to such item of Equipment shall vest in Lessor, and all rights of Lessee in and to such item of Equipment including rights to possession, shall terminate. Nothing in this Section or elsewhere in this Agreement will be deemed in any way to obligate Lessee or create a debt of Lessee beyond its Current Fiscal Year. If Lessee makes all payments due under this Agreement through the end of the Current Fiscal Year and returns possession of the Equipment as provided in Section 6.06, then Lessee will have no further liability under this Agreement as it relates to the specific item of Equipment as to which such Act of Nonappropriation has occurred and the item of Equipment has been surrendered to Lessor.

ARTICLE VI
TITLE TO EQUIPMENT: SECURITY INTEREST

Section 6.01. Title to the Equipment. During the Term of this Agreement, title to the Equipment shall rest in Lessor subject to the rights of Lessee under this Agreement. Lessee shall have or acquire no right or title to the Equipment until all payments required under this Agreement have been made by Lessee. Immediately upon the

occurrence of an event of default by Lessee hereunder or the termination of this Agreement under Section 3.02(a) or (c), Lessee will surrender possession of the Equipment to Lessor in the manner and condition set forth in Section 6.06 and the Equipment shall revert to Lessor, free and clear of any right, title or interest of Lessee, without any further action by the parties.

Section 6.02. Lessor's Interest in Equipment. Lessee agrees to provide such identification markings on the Equipment, in form satisfactory to Lessor, as Lessor deems necessary or appropriate to give notice of Lessor's ownership of and interest in the Equipment and, upon assignment, the interest of any assignee of Lessor in the Equipment.

Section 6.03. Personal Property. The Equipment is, and shall at all times remain, personal property.

Section 6.04. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Equipment or any interest therein, or any Escrow Fund established pursuant to the Agreement.

Section 6.05. Security Interest. To secure payment of all amounts due under this Agreement and to secure the performance and observance by Lessee of all the covenants expressed or implied herein, Lessee hereby grants a purchase money security interest in the Equipment to Lessor in accordance with the Uniform Commercial Code or other applicable code of the State, said security interest to also cover all of Purchaser's interest (whether ownership or otherwise, and whether presently existing or hereafter acquired) in and to any and all the following: (i) future replacements, betterments, substitutions and additions to any of the Equipment; (ii) rentals, deposits, and other sums as may become due Lessee as lessor under any and all leases of any Equipment, whether written or oral; (iii) purchase contracts or similar agreements (and all rights of Purchaser thereunder) executed by Purchaser and any other individual or entity pursuant to the terms of which such individual or entity has contracted to purchase from Lessee the Equipment or any part thereof; and (iv) proceeds of the Equipment or any of the foregoing, including, without limitation, all condemnation or insurance proceeds arising out of or with respect to the Equipment or any of the foregoing.

Section 6.06. Return of Equipment. In the event of termination of this Agreement, Lessee shall deliver the Equipment to Lessor at the point of origin or any other reasonable location designated by Lessor at Lessee's sole risk, cost and expense and in the condition required by Section 7.02 hereof.

ARTICLE VII MAINTENANCE; TAXES; INSURANCE; MODIFICATIONS; LOCATION

Section 7.01. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or regulations or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment.

Section 7.02. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Term, Lessee will, at its own cost and expense, preserve and keep the Equipment in good repair, working order and condition, reasonable wear and tear excepted. Lessee will from time to time make or cause to be made all necessary and proper repairs and replacements in order to meet the foregoing standard. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment.

Section 7.03. Taxes, Other Governmental Charges and Utility Charges. The parties to this Agreement contemplate that the Equipment will be used for a governmental purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for net income taxes of Lessor), Lessee agrees to assist Lessor in the defense of the Equipment against all taxes and governmental charges of any kind whatsoever that may at any time be assessed or levied against or with respect to the Equipment, together with any interest or penalty thereon; provided that Lessee shall solely determine the extent and manner of such assistance. Lessee agrees to pay all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment. With respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are accrued during such time as this Agreement is in effect.

Section 7.04. Insurance. Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained with respect to the Equipment to protect Lessee and Lessor from liability. Lessee shall not be required to increase its liability insurance coverage under existing insurance policies. All insurance proceeds from

casualty losses shall be payable as hereinafter provided. Lessee shall, at Lessor's request, furnish to Lessor certificates evidencing such coverage throughout the Term. With Lessor's prior consent, Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a letter delivered to Lessor. Lessee shall carry worker's compensation insurance covering all employees working on, in, near, or about the Equipment, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, near or about the Equipment to carry such coverage throughout the Term. All insurance policies required pursuant hereto shall be so written or endorsed as to make losses, if any, payable to Lessor, or its assignees, as their respective interests may appear, shall name Lessor and its assignees as additional insureds, and shall be in form and amount and with insurance companies reasonably satisfactory to Lessor. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that (a) it will give Lessor thirty (30) days' prior written notice of the effective date of any material alteration or cancellation of such policy; and (b) insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy or policies. The Net Proceeds (as defined in Section 8.01) of the insurance required in this Section 7.04 shall be applied as provided in Section 8.01 hereof.

In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair or operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums therefore or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced by Lessor shall be payable on the next succeeding Rental Payment due date together with interest thereon from the date of advance by Lessor at the rate of twelve percent (12%) per annum.

Section 7.05. Location of Equipment. Lessee shall notify Lessor of the location at or within which the Equipment is being or is to be regularly located or stored promptly upon acceptance and shall thereafter inform Lessor of any change in that location.

Section 7.06. Modifications. Without the prior written consent of Lessor, Lessee shall not make any alterations, modifications, or attachments to the Equipment which cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. Upon return of the Equipment, at Lessor's request, Lessee, at its sole cost and expense, will remove all alterations, additions and attachments and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear excepted.

ARTICLE VIII DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 8.01. Damage, Destruction and Condemnation. If prior to the termination of the Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, then, provided the Equipment is not deemed a total loss, Lessee and Lessor shall cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair or restoration of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessor for application against the Purchase Price. In the event of total destruction of or damage to the Equipment, Lessor and Lessee shall cause the Net Proceeds to be paid to Lessor for application against the Purchase Price applicable for the next succeeding Rental Payment due date, as set forth on the Schedule of Payments, plus a pro rata allocation of interest, at the rate utilized to establish the Rental Payments, from the due date of the immediately preceding Rental Payment until the date of the payment. For purposes of Section 7.04 and this Article VIII, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claim or award.

ARTICLE IX DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES USE OF THE EQUIPMENT

Section 9.01. Disclaimer of Warranties. LESSOR, NOT BEING A SELLER OF THE EQUIPMENT (AS SUCH TERM IS USED IN THE UNIFORM COMMERCIAL CODE AS ENACTED IN THE STATE) NOR A SELLER'S AGENT, HEREBY EXPRESSLY DISCLAIMS, AND MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO LESSOR, LESSEE PURCHASES THE EQUIPMENT AS IS. In no event shall

Lessor be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of the Equipment.

Section 9.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Term, so long as Lessee shall not be in default hereunder, for the purpose of asserting from time to time whatever claims and rights which Lessor may have against the Vendor, including warranty claims with respect to the Equipment, but for no other purpose whatsoever. Lessee's sole remedy for the breach of a warranty shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matters have any effect whatsoever on this Agreement, including Lessee's obligation to make timely Rental Payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties from the Vendor of the Equipment.

ARTICLE X CONSUMMATION OF PURCHASE

Section 10.01. Consummation of Purchase. At the request of Lessee, Lessor's interest in the Equipment will be transferred, conveyed and assigned permanently to Lessee and this Agreement shall terminate:

(a) at the end of the Term, upon payment in full of all Rental Payments due hereunder and all other sums required to be paid hereunder; or

(b) on any date after thirty (30) days' advance notice, upon payment by Lessee, or upon payment by any purchaser authorized and directed by Lessee to acquire the Equipment, of the then applicable Purchase Price as set forth in the Amortization Schedule and all other sums required to be paid hereunder, including any interest which may have accrued since the previous Rental Payment date or the date upon which interest began accruing on the lease, whichever date is later.

Upon the occurrence of either of the above, Lessor shall permanently transfer to Lessee in full all of Lessor's remaining right, title and interest in and to the Equipment and to any Vendor's warranties which may be applicable thereto, free and clear of all liens and encumbrances created by or arising through Lessor, with special warranty and warranty of further assurances but without other warranties.

ARTICLE XI ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 11.01. Assignment by Lessor. This Agreement, Lessor's interest in the Equipment and right of Lessor to receive payments hereunder may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time without the necessity of obtaining the consent of Lessee. However, no assignment or reassignment of any of Lessor's right, title or interest in this Agreement or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment. Upon receipt of the notice described above, Lessee agrees to make all payments to the assignee designated in the assignment, and shall, if so requested, acknowledge the assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

Section 11.02. Assignment and Subleasing by Lessee. Lessee may assign the option to purchase the Equipment as provided in Section 10.01, above. This Agreement and the interest of Lessee in the Equipment may not otherwise be sold, leased, pledged, assigned or otherwise encumbered by Lessee for any reason without the express prior written consent of Lessor.

Section 11.03. Covenants. Lessee agrees, to the extent permitted by applicable law, and in a manner to be determined solely by Lessee, to assist Lessor in the defense by Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest, arising out of or as the result of the Equipment, including the ordering, acquisition, manufacture, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person, unless the loss shall have been caused by the acts or omissions of Lessor, its officers, employees or agents.

**ARTICLE XII
EVENTS OF DEFAULT AND REMEDIES**

Section 12.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time and manner specified herein; or

(b) Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder for a period of thirty (30) days after written notice to Lessee by Lessor specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; or

(c) Any certificate, statement, representation, warranty or audit contained herein or heretofore or hereafter furnished with respect hereto by or on behalf of Lessee proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Lessee; or

(d) Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, moratorium or similar relief under any existing or future bankruptcy, insolvency or other similar laws.

Section 12.02. Remedies on Default. Whenever any event of default referred to in Section 12.01 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Terminate this Agreement, retake possession of the Equipment and sell, lease or sublease it, or any item thereof for the account of Lessor, holding Lessee liable for all payments and charges due up to the effective date of such termination.

(b) Require Lessee to deliver the Equipment to Lessor at the point of origin or any other reasonable location designated by Lessor at Lessee's sole risk, cost and expense and in the condition required by Section 7.02 hereof; or

(c) Take whatever other action at law or in equity that may appear necessary or desirable to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement.

In addition, Lessee will remain liable for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE XIII
TAX PROVISIONS**

Section 13.01. [SECTION INTENTIONALLY DELETED].

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01. Miscellaneous. The following miscellaneous provisions are an integral part of this Agreement:

(a) Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses set forth on the signature page hereof;

(b) Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, Lessor and Lessee and their respective successors and assigns;

(c) Severability/Survival. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The obligations of Lessee under Sections 7.03 and 11.03 which accrue during the term shall survive termination of this Agreement;

(d) Amendments, Changes and Modifications. This Agreement may be amended only by written agreement of Lessor and Lessee;

(e) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument;

(f) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma;

(g) Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement;

(h) Waiver. No covenant or condition of this Agreement can be waived except by the written consent of Lessor. Any failure of Lessor to require strict performance by Lessee or any waiver by Lessor of any term, covenant or agreement herein shall not be construed as a waiver of any other breach of the same or any other term, covenant or agreement herein;

(i) Entire Agreement. This Agreement, together with the documents attached hereto and other agreements referred to herein, constitutes the entire agreement between the parties;

(j) Time. Time is of the essence of this Agreement.

(k) Usury. Notwithstanding anything contained in this Agreement to the contrary, in no event shall interest contracted for, charged or received hereunder, plus any other charges in connection herewith that constitute interest on this Agreement under applicable law, result in a net effective interest rate in excess of that allowable under applicable law. The amounts of such interest or other charges previously paid to Lessor in excess of the amounts permitted by the preceding sentence shall be applied by Lessor to reduce the principal of the indebtedness incurred by Purchaser pursuant to this Agreement, or, at the option of Lessor, be refunded. To the extent permitted by applicable law then in effect, determination of the maximum net effective interest rate shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of this Agreement and such indebtedness, all interest at any time contracted for, charged or received from Purchaser hereof in connection with the indebtedness evidenced hereby, so that the actual rate of interest on such indebtedness is uniform throughout the term hereof. Interest on the unpaid amounts under this Agreement shall be computed as simple interest.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

LESSOR:
BOK Financial Equipment Finance, Inc.

By: _____
Zane Burgess, President

LESSEE:
City of Broken Arrow, Oklahoma

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT A
DESCRIPTION OF EQUIPMENT

SEE ATTACHED EXHIBIT A

EQUIPMENT LOCATION
SEE ATTACHED EXHIBIT A

City of Broken Arrow, Oklahoma

Exhibit "A" to
CBAL1180193-001

All equipment (Collateral) now owned or hereafter acquired, wherever located and financed/leased by and between BOK Financial Equipment Finance, Inc. ("Lessor") and City of Broken Arrow, Oklahoma ("Lessee"). Leased property and Equipment (Collateral) as shown below, plus all replacement parts, substitutions, additions, attachments, modifications, updates, upgrades, revisions, new revisions, improvements, enhancements, accessories, accessions and all proceeds of all the foregoing (including cash and non-cash proceeds and insurance proceeds).

Vendor	Invoice No.	Description	Qty.	VIN #	Amount	Equipment Location
--------	-------------	-------------	------	-------	--------	--------------------

TO BE COMPLETED WITH SPECIFIC INFORMATION
ONCE THE EQUIPMENT IS FUNDED.

Equipment Locations: Code: Address:

AMORTIZATION SCHEDULE

Name of Lessee: City of Broken Arrow, Oklahoma
 Name of Lessor: BOK Financial Equipment Finance, Inc.
 Principal Amount of Lease: \$730,000.00
 Interest Rate on Lease: 3.30%
 Payments: Annually in Arrears
 Payment Amount: \$197,800.59
 Interest Start Date: December 1, 2017

Date	Payment	Interest	Principal	Ending Balance
12/1/2017	\$ 0.00	\$ 0.00	\$(730,000.00)	\$730,000.00
12/1/2018	\$197,800.59	\$24,090.00	\$ 173,710.59	\$556,289.41
12/1/2019	\$197,800.59	\$18,357.55	\$ 179,443.04	\$376,846.36
12/1/2020	\$197,800.59	\$12,435.93	\$ 185,364.66	\$191,481.70
12/1/2021	\$197,800.59	\$ 6,318.90	\$ 191,481.70	\$ 0.00
Total	\$791,202.38	\$61,202.38	\$ (0.00)	

LESSOR'S ACCEPTANCE:
 BOK Financial Equipment Finance, Inc.

LESSEE'S ACCEPTANCE:
 City of Broken Arrow, Oklahoma

By: _____
 Zane Burgess, President

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

SCHEDULE OF PAYMENTS

(Escrow Funded)

Pertaining to that certain Equipment Lease/Purchase Agreement dated October 16, 2017 (the "Agreement") in the amount of \$930,000.00, between BOK Financial Equipment Finance, Inc. ("Lessor") and City of Broken Arrow, Oklahoma ("Lessee"). All terms not defined herein have their meanings described in the Agreement.

A. RENTAL PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS. The Rental Payments required under the Agreement for the Equipment described in the attached Description of Equipment shall be as set forth in the Amortization Schedule attached hereto. A portion of each Rental Payment is paid as and represents payment of interest as set forth in such Amortization Schedule. Lessee agrees to and shall pay all transportation and/or delivery costs, if any.

B. LAST ACCEPTANCE DATE. The Equipment subject to the Agreement must be accepted by the Lessee within eighteen (18) months from the date hereof.

C. LATE PAYMENTS. There will be a charge of the greater of one percent (1%) per month or the highest legal rate allowed by governing law on the amount of any Rental Payment which remains unpaid for five (5) days after the date due.

D. BUDGETARY PERIOD. Lessee's budgetary period is from July 1st to June 30th.

E. APPROPRIATION. Lessee confirms that sufficient funds have been appropriated to make all Rental Payments due during its current fiscal year and expects and anticipates that sufficient funds will be available to make all Rental Payments due in subsequent years.

F. ACCRUED INTEREST. Lessor agrees that should the funding into Escrow of the Agreement take place after the date set out in the Amortization Schedule for the commencement of interests Lessor shall deposit into such Escrow Fund an amount equal to the interest that shall have accrued since such commencement of interest.

THE TERMS GOVERNING THIS SCHEDULE OF PAYMENTS ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH HEREIN.

LESSOR:
BOK Financial Equipment Finance, Inc.

LESSEE:
City of Broken Arrow, Oklahoma

By: _____
Zane Burgess, President

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

ACCEPTANCE CERTIFICATE

NO. ____

(Escrow Funded)

THIS ACCEPTANCE CERTIFICATE is issued pursuant to that certain Equipment Lease/Purchase Agreement dated October 16, 2017 (the "Agreement") between BOK Financial Equipment Finance, Inc. ("Lessor") and City of Broken Arrow, Oklahoma ("Lessee"). All terms not defined herein shall have their meanings described in the Agreement.

1. The undersigned, as Lessee under the Agreement, acknowledges delivery, installation and receipt in good condition and hereby accepts, all of the Equipment described on the attached Description of Equipment dated October 16, 2017.

2. Lessee confirms that it will make all Rental Payments required by and in accordance with Article V of the Agreement, and that sufficient funds have been appropriated to make such payments for its current fiscal year. Lessee expects and anticipates that sufficient funds will be available to make all Rental Payments due in subsequent fiscal years.

3. The Equipment is covered by insurance in the types and amounts required by the Agreement and is located at the location set forth in the attached Description of Equipment.

4. No event of default, as such term is defined in the Agreement, and no event which with the giving of notice of lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.

5. Lessee hereby authorizes and directs Lessor to fund the acquisition of the Equipment by paying the Vendor(s) the invoice price(s) as set forth on the attached Description of Equipment, and certifies that upon such payment, Lessor will have fully and satisfactorily performed all of its covenants and obligations under the Agreement with respect to the Equipment.

6. The Equipment is personal property and will not become either real property, fixtures or inventory.

LESSEE:
City of Broken Arrow, Oklahoma

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

NO ARBITRAGE CERTIFICATE

THIS CERTIFICATE is issued in connection with the Equipment Lease/Purchase Agreement dated as of October 16, 2017 between BOK Financial Equipment Finance, Inc. ("Lessor") and City of Broken Arrow, Oklahoma ("Lessee"). All terms not defined herein shall have their meanings described in the Agreement.

1. In General.

1.1 This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Equipment Lease/Purchase Agreement dated as of October 16, 2017, between Lessor and Lessee and all related documents executed pursuant thereto (the "Financing Documents").

1.2 The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.

1.3 To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

1.4 Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.

2. Purpose of the Financing Documents. The Financing Documents are being entered into for the purpose of providing certain funds for financing the cost of acquiring, equipping and installing certain equipment which is essential to the governmental functions of Lessee (the "Equipment") which Equipment is or is to be more specifically described in one or more Certificates of Acceptance executed pursuant to the Equipment Lease/Purchase Agreement. Such funds will be deposited in escrow by Lessor pending acquisition of the Equipment. Such funds shall not be used directly or indirectly to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.

3. Sources and Disbursement of Funds. The total purchase price for the Equipment is expected to be \$930,000.00, of which \$930,000.00 will be deposited by Lessor in an escrow fund that will be used to make purchase price payments to the vendor(s) or manufacturer(s) of the Equipment, and the remainder provided by Lessee. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

4. Temporary Period.

4.1 The Equipment will be delivered at various times through June 30, 2018. It is anticipated that all Equipment will be delivered and accepted, and all funds provided by Lessor expended, prior to June 30, 2018.

4.2 The total purchase price of the Equipment is not required to be paid to the vendor(s) or manufacturer(s) thereof until the Equipment has been accepted by Lessee.

5. Escrow Account. The Financing Documents provide that the \$930,000.00 to be deposited with an escrow agent is anticipated to be used for acquisition of the Equipment. Further, it is anticipated that these monies shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 145(a) or Section 149(B) of the Internal Revenue Code of 1986, as amended, respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment.

LESSEE:
City of Broken Arrow, Oklahoma

By: _____

Name: _____

Title: _____

Date: _____

ESCROW AGREEMENT

RE: Equipment Lease/Purchase Agreement (the "Agreement") between BOK Financial Equipment Finance, Inc. ("Lessor") and City of Broken Arrow, Oklahoma ("Lessee") dated October 16, 2017.

This Escrow Agreement (the "Escrow") is dated October 16, 2017 by and between City of Broken Arrow, Oklahoma, as Lessee, and BOK Financial Equipment Finance, Inc., as Lessor.

Lessor agrees to place the proceeds of lease into an Escrow Account to be held at BOK Financial Equipment Finance, Inc., for the account of Lessee, for the express purpose of obtaining the Equipment as listed in Exhibit A in the Agreement. Interest shall accrue under the terms of this Escrow at a rate of not less than current market rates, credited monthly and compounded semi-annually. All earnings from such escrow shall accrue to the Lessee and all monies remaining in such escrow after final acceptance of the Equipment by Lessee shall be credited by Lessor against future lease payments owed by Lessee as reflected in the payment amounts provided in the Agreement. Lessee agrees to abide by the following terms in addition to those in the Agreement.

1. Funds will be used only for the acquisition of the Equipment listed in Exhibit A. If any substitutions are made, Lessee agrees to inform Lessor of such substitutions and, if needed, agrees to execute additional documentation in order to record such substitutions.

2. Lessee will place the orders to all vendors for the Equipment Lessor will make payment to the vendors of the Equipment upon delivery and acceptance (or partial acceptance) of the Equipment by Lessee from the proceeds of the escrow account.

3. The commencement date of the Agreement is December 1, 2017. Payments are to be made in accordance with the terms of the Agreement as set out in the Schedule of Payments and Amortization Schedule.

4. Notwithstanding any dispute between Lessee and Lessor or Lessor or any dispute between Lessee and any vendor or any other person, Lessee will make all payments in accordance with the terms of the Agreement and the Schedule of Payments attached thereto and will not withhold any payment pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments as set out under the Agreement. Lessee's obligation to make payments shall not be abated through accident or unforeseen circumstances.

LESSOR:
BOK Financial Equipment Finance, Inc.

LESSEE:
City of Broken Arrow, Oklahoma

By: _____
Zane Burgess, President

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

ESCROW AGENT:
BOKF, NA

By: _____

Name: _____

Title: _____

Date: _____

(FORM OF LESSEE'S COUNSEL OPINION)
(To be typed on Counsel's Letterhead)

BOK Financial Equipment Finance, Inc.
5956 Sherry Lane, Suite 600
Dallas, TX 75225

Gentlemen:

As counsel for City of Broken Arrow, Oklahoma ("Lessee"), we have examined a duly executed original of the Equipment Lease/Purchase Agreement dated as of October 16, 2017 (the "Agreement") between Lessee and BOK Financial Equipment Finance, Inc. ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination of law and fact as we have deemed necessary or appropriate for such purposes of the opinions set forth below, we are of the opinion that:

1. Lessee is a body politic, legally existing under the laws of the State of Oklahoma ("State").
2. The Agreement and the Proceedings has been duly adopted, authorized, executed and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal or binding.
3. The governing body of Lessee has complied with all applicable open meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Agreement was authorized.
4. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application affecting the enforcement of creditor rights.
5. Either there are no usury laws of the State applicable to the Agreement, or the Agreement is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Equipment (as defined in the Agreement) from Lessor under the Agreement, or the acquisition and leasing of the Equipment from Lessor under the Agreement comply with all such procurement and public bidding laws as may be applicable.
7. There are no legal or governmental proceeding or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefore) wherein an unfavorable decision, ruling or finding might adversely affect Lessee's ability to perform its obligations under the Agreement.
8. The adoption, execution and/or delivery of the Agreement and the Proceedings, and the compliance by lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which lessee is subject or by which Lessee is or may be bound.

This opinion is for the sole benefit of, and may be relied upon only by, you and any permitted assignee or subassignee of Lessor, under the Agreement.

Sincerely,

CERTIFICATE OF RESOLUTION

I, _____, do hereby certify that I am the duly elected or appointed and acting _____ (Title) of City of Broken Arrow, Oklahoma, a political subdivision duly organized and existing under the laws of the State of Oklahoma (the "Lessee"), and that the foregoing resolution has been presented to and duly adopted by the governing body at a meeting duly held and convened in accordance with applicable law on _____, 20____.

I further certify that attached hereto is a true and complete certified copy of the public notice and agenda posted at the City Council Office, at least seventy-two (72) hours prior to the meeting wherein said resolution was adopted, excluding Saturdays, Sundays and legal holidays.

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal hereto this ____ day of _____, 20____.

LESSEE:
City of Broken Arrow, Oklahoma

By: _____
Name: _____
Title: _____
Date: _____

CERTIFICATE OF APPROPRIATION

I, _____, the duly elected or appointed and acting _____ (Title) of City of Broken Arrow, Oklahoma ("Lessee") hereby certify that all rental payments due by Lessee under that certain Equipment Lease/Purchase Agreement between Lessee and BOK Financial Equipment Finance, Inc., as Lessor, for the fiscal year ending _____, 20__ are within such fiscal year's budget for Lessee and within an available, unexhausted and unencumbered appropriation for Lessee.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

LESSEE:
City of Broken Arrow, Oklahoma

By: _____

Name: _____

Title: _____

INCUMBENCY CERTIFICATE

I, _____, do hereby certify that I am the duly elected or appointed and acting _____ (Title) of City of Broken Arrow, Oklahoma, a political subdivision or agency duly organized and existing under the laws of the State of Oklahoma, that I have custody of the records of such entity, and that as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Equipment Lease/Purchase Agreement between such entity and BOK Financial Equipment Finance, Inc.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this ____ day of _____, 20__.

LESSEE:
City of Broken Arrow, Oklahoma

By: _____

Name: _____

Title: _____

PAY PROCEEDS

To: BOK Financial Equipment Finance, Inc.
5956 Sherry Lane, Suite 600
Dallas, TX 75225

Lessee No.: CBAL1180193-001

RE: Equipment leased under Equipment Lease/Purchase Agreement dated as of October 16, 2017 (the "Lease")
between the undersigned and BOK Financial Equipment Finance, Inc. ("Lessor")

Gentlemen:

You are hereby irrevocably authorized and directed to pay the proceeds of the lease to:

VENDOR(S):

Wire transfer to:
Bank:
ABA#:
City & State:
Amount:
Account Name:
Account Number:

**TO BE COMPLETED AT TIME OF FUNDING.
THIS IS A DRAFT VERSION OF THE DOCUMENT
AND CANNOT BE COMPLETED WITHOUT ADDITIONAL INFORMATION.**

LESSEE:

Wire transfer to:
Bank:
ABA#:
City & State:
Amount:
Account Name:
Account Number:

FUNDING TOTAL:

Sincerely,

City of Broken Arrow, Oklahoma
("Lessee")

By: _____

Name: _____

Title: _____

Dated: _____

OPTION "B"
LEASE DOCUMENTS
(PLEASE SEE ATTACHED)

EQUIPMENT LEASE/PURCHASE AGREEMENT
Lease No. CBAL1180193-001

LESSOR: BOK Financial Equipment Finance, Inc. 5956 Sherry Lane, Suite 600 Dallas, Texas 75225 ATTN: President – Leasing Phone: (214) 987-8864 Fax: (214) 256-7518	LESSEE: City of Broken Arrow, Oklahoma 1700 West Detroit Broken Arrow, OK 74012 ATTN: Pat Harrison Phone: (918) 259-2400 Fax: _____ TIN: 73-6005109 Lessee's Legal Business Form: Municipality Lessee's State of Formation: OK
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THIS EQUIPMENT LEASE/PURCHASE AGREEMENT (the "Agreement") is dated as of October 16, 2017 and entered into between BOK Financial Equipment Finance, Inc. ("Lessor"), and City of Broken Arrow, Oklahoma ("Lessee").

RECITALS

A. Lessor desires to lease the Equipment, as hereinafter defined, to Lessee and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement.

B. This Agreement shall consist of this Equipment Lease/Purchase Agreement, together with all riders, exhibits and schedules attached hereto and an Escrow Agreement and one or more Acceptance Certificates

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

ARTICLE I

Section 1.01. In consideration of: (a) the agreement by Lessor to lease the Equipment to Lessee; and (b) the agreement by Lessee to lease the Equipment from Lessor, the parties hereto do ratify and affirm this Agreement for the remainder of this Fiscal Year (as defined below).

Section 1.02. Lessee represents, covenants and warrants to Lessor as follows: (a) Lessee is a state or political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such; (b) Lessee is authorized under the Constitution and laws of the State of Oklahoma (the "State") to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder; (c) the execution and delivery of this Agreement by or on behalf of Lessee has been duly authorized by all necessary action of the governing body of Lessee, Lessee has obtained such other approvals and consents as are necessary to consummate this Agreement, and all requirements have been met and procedures have been followed in order to ensure the enforceability of this Agreement; (d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition of the Equipment hereunder; (e) Lessee shall cause to be executed and delivered to Lessor an opinion of counsel, an incumbency certificate and such other documents as counsel for Lessor and Lessee agree are reasonably required in order to carry out the intent and purpose of this Agreement, and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder; (f) the execution, delivery and performance of this Agreement and transactions contemplated herein will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, bond, loan or credit agreement or other instrument to which Lessee is a party or by which it is bound; (g) there are no actions, suits or proceedings pending or, to the knowledge of Lessee, threatened against or affecting Lessee in any court or before any governmental commission, board or authority which, if adversely determined, would have a material adverse effect on the ability of Lessee to perform its obligations hereunder; and (h) the Equipment is, and shall remain during the term of this Agreement (the "Term") personal property.

ARTICLE II
DEFINITIONS; IMPLEMENTATION

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acceptance Certificate" is the document, substantially in the form attached, which shall be executed and delivered to Lessor as evidence of the acceptance of the Equipment by Lessee.

"Amortization Schedule" means the document substantially in the form attached which shall set forth the terms and provisions of Lessee's payment obligation with respect to the Equipment.

"Commencement Date" is the date when the Lessee delivers an executed Acceptance Certificate to Lessor or the date when Lessor deposits the anticipated acquisition price of the Equipment.

"Equipment" means the personal property consisting of equipment described in Exhibit A and one or more Acceptance Certificates executed by Lessee and delivered to Lessor pursuant hereto, together with any and all additions, modifications, attachments, accessions, substitutions, replacements and parts thereof.

Section 2.02. Implementation of Escrow Funded Transaction. Escrow funded transactions entered into hereunder shall be implemented by Lessee executing and delivering to Lessor (a) an Amortization Schedule; (b) an Escrow Agreement; and (c) upon acceptance of the Equipment, an Acceptance Certificate with respect thereto. Should the Escrow be funded subsequent to the commencement of interest on the Agreement, Lessor shall deposit into the Escrow an amount equal to the accrued interest on the Agreement on the date of the funding of the Escrow.

Section 2.03. Implementation of Non-Escrow Funded Transactions. Non-escrow funded transactions entered into hereunder shall be implemented by Lessee executing and delivering to Lessor, upon acceptance of the Equipment, an Acceptance Certificate and an Amortization Schedule.

ARTICLE III
TERM

Section 3.01. Term of Agreement. This Agreement shall be effective upon approval by the City Council of the Lessee and execution hereof by both parties, and shall remain in effect until 12/01/2022 and thereafter, upon mutual ratification, unless earlier terminated pursuant to the provisions of Section 3.02, below.

Section 3.02. Termination of Term. This Agreement will terminate upon the earliest of any of the following events:

(a) the end of the fiscal year of Lessee ("Fiscal Year") during which an Event of Nonappropriation (as defined in Section 5.06 below) occurs;

(b) Lessee's purchase of the Equipment under the provisions of Article VIII or X of this Agreement;

(c) a default by Lessee and Lessor's election to terminate this Agreement under Article XII; or

(d) the payment by Lessee of all Rental Payments and all other sums required to be paid by Lessee hereunder.

ARTICLE IV
ENJOYMENT OF EQUIPMENT

Section 4.01. So long as Lessee is not in default hereunder hereunder and no Event of Nonappropriation (as defined below) has occurred, as to claims of Lessor or persons claiming under Lessor, Lessor hereby covenants that Lessee shall peaceably and quietly have, hold, possess, use, and enjoy the Equipment, without suit, trouble or hindrance from Lessor, subject to the terms and provisions hereof. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V
RENTAL PAYMENTS

Section 5.01. Payment of Rental Payments. Lessee shall pay Rental Payments exclusively from legally available funds in lawful money of the United States of America to Lessor at the address set forth on the execution page hereof in the amounts and on the dates set forth in the Schedule of Payments.

Section 5.02. Interest and Principal Components. As set forth on the Schedule of Payments, a portion of each Rental Payment is paid as, and represents payment of, interest and the balance is paid as, and represents payment of, principal.

Section 5.03. Rental Payments to be Unconditional. The obligation of Lessee to make payment of the Rental Payments required under this Article V and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any vendor or the manufacturer of the Equipment (the "Vendor") or any other person, or any defects, breakdowns or malfunctions in the Equipment, Lessee shall pay all Rental Payments when due and shall not withhold any Rental Payments or assert any right of set-off or counterclaim against its obligation to make any payments under this Agreement. Lessee's obligation to make Rental Payments shall not be abated through accident or unforeseen circumstances.

Section 5.04. Appropriations. (a) Lessee, by entering into this Agreement, acknowledges its current intention to make all payments due under this Agreement during its current Fiscal Year on the dates such payments are then due, but does not commit to a legal or other obligation to make other payments due under this Agreement or to incur any liability or debt beyond the revenue and income provided during its then current Fiscal Year. The liability and obligations of Lessee during each Fiscal Year and remedies of Lessor will be limited to recovery only of funds appropriated for payments for such Fiscal Year. (b) Lessee agrees (i) that the governing body of Lessee shall, for each ensuing Fiscal Year in which the payments are scheduled to be made, to the extent funds have been appropriated for such Fiscal Year, make all such payments as and when due; and (ii) that if sufficient funds are appropriated and budgeted for the next Fiscal Year for the lease of the Equipment (or purchase thereof as provided herein, as applicable), then this Agreement will continue during such Fiscal Year.

Section 5.05. Funding Intent. Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments and other payments during the term of this Agreement. Lessee affirms that funds to pay Rental Payments and other payments under this Agreement are available for Lessee's current Fiscal Year. Lessee and Lessor agree that Lessee's obligation to make Rental Payments under this Agreement will be Lessee's current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Agreement will be interpreted as a pledge of Lessee's general tax revenues, funds or moneys.

Section 5.06. Nonappropriation. If, during a Fiscal Year (the "Current Fiscal Year") the governing body of Lessee fails to specifically include in its proposed budget or related documents, or to appropriate sufficient funds to make the Rental Payments and other amounts due under this Agreement in the next succeeding Fiscal Year with regard to any specific Item of Equipment, then Lessee will immediately (but in no event later than 90 days prior to the end of the Current Fiscal Year) notify Lessor or its assignee of such occurrence. In such event, an event of nonappropriation ("Event of Nonappropriation") will be deemed to have occurred, and this Agreement will be terminated as it applies to any and all item or items of Equipment to which such Event of Nonappropriation applies at the end of the Current Fiscal Year, whereupon Lessee will be obligated to pay all amounts then due under this Agreement subject to the provisions herein. At the end of the Current Fiscal Year, Lessor will have the right to take possession of such item of Equipment and title to such item of Equipment shall vest in Lessor, and all rights of Lessee in and to such item of Equipment including rights to possession, shall terminate. Nothing in this Section or elsewhere in this Agreement will be deemed in any way to obligate Lessee or create a debt of Lessee beyond its Current Fiscal Year. If Lessee makes all payments due under this Agreement through the end of the Current Fiscal Year and returns possession of the Equipment as provided in Section 6.06, then Lessee will have no further liability under this Agreement as it relates to the specific item of Equipment as to which such Act of Nonappropriation has occurred and the item of Equipment has been surrendered to Lessor.

ARTICLE VI
TITLE TO EQUIPMENT: SECURITY INTEREST

Section 6.01. Title to the Equipment. During the Term of this Agreement, title to the Equipment shall rest in Lessor subject to the rights of Lessee under this Agreement. Lessee shall have or acquire no right or title to the Equipment until all payments required under this Agreement have been made by Lessee. Immediately upon the

occurrence of an event of default by Lessee hereunder or the termination of this Agreement under Section 3.02(a) or (c), Lessee will surrender possession of the Equipment to Lessor in the manner and condition set forth in Section 6.06 and the Equipment shall revert to Lessor, free and clear of any right, title or interest of Lessee, without any further action by the parties.

Section 6.02. Lessor's Interest in Equipment. Lessee agrees to provide such identification markings on the Equipment, in form satisfactory to Lessor, as Lessor deems necessary or appropriate to give notice of Lessor's ownership of and interest in the Equipment and, upon assignment, the interest of any assignee of Lessor in the Equipment.

Section 6.03. Personal Property. The Equipment is, and shall at all times remain, personal property.

Section 6.04. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Equipment or any interest therein, or any Escrow Fund established pursuant to the Agreement.

Section 6.05. Security Interest. To secure payment of all amounts due under this Agreement and to secure the performance and observance by Lessee of all the covenants expressed or implied herein, Lessee hereby grants a purchase money security interest in the Equipment to Lessor in accordance with the Uniform Commercial Code or other applicable code of the State, said security interest to also cover all of Purchaser's interest (whether ownership or otherwise, and whether presently existing or hereafter acquired) in and to any and all the following: (i) future replacements, betterments, substitutions and additions to any of the Equipment; (ii) rentals, deposits, and other sums as may become due Lessee as lessor under any and all leases of any Equipment, whether written or oral; (iii) purchase contracts or similar agreements (and all rights of Purchaser thereunder) executed by Purchaser and any other individual or entity pursuant to the terms of which such individual or entity has contracted to purchase from Lessee the Equipment or any part thereof; and (iv) proceeds of the Equipment or any of the foregoing, including, without limitation, all condemnation or insurance proceeds arising out of or with respect to the Equipment or any of the foregoing.

Section 6.06. Return of Equipment. In the event of termination of this Agreement, Lessee shall deliver the Equipment to Lessor at the point of origin or any other reasonable location designated by Lessor at Lessee's sole risk, cost and expense and in the condition required by Section 7.02 hereof.

ARTICLE VII MAINTENANCE; TAXES; INSURANCE; MODIFICATIONS; LOCATION

Section 7.01. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or regulations or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment.

Section 7.02. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Term, Lessee will, at its own cost and expense, preserve and keep the Equipment in good repair, working order and condition, reasonable wear and tear excepted. Lessee will from time to time make or cause to be made all necessary and proper repairs and replacements in order to meet the foregoing standard. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment.

Section 7.03. Taxes, Other Governmental Charges and Utility Charges. The parties to this Agreement contemplate that the Equipment will be used for a governmental purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for net income taxes of Lessor), Lessee agrees to assist Lessor in the defense of the Equipment against all taxes and governmental charges of any kind whatsoever that may at any time be assessed or levied against or with respect to the Equipment, together with any interest or penalty thereon; provided that Lessee shall solely determine the extent and manner of such assistance. Lessee agrees to pay all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment. With respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are accrued during such time as this Agreement is in effect.

Section 7.04. Insurance. Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained with respect to the Equipment to protect Lessee and Lessor from liability. Lessee shall not be required to increase its liability insurance coverage under existing insurance policies. All insurance proceeds from

casualty losses shall be payable as hereinafter provided. Lessee shall, at Lessor's request, furnish to Lessor certificates evidencing such coverage throughout the Term. With Lessor's prior consent, Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a letter delivered to Lessor. Lessee shall carry worker's compensation insurance covering all employees working on, in, near, or about the Equipment, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, near or about the Equipment to carry such coverage throughout the Term. All insurance policies required pursuant hereto shall be so written or endorsed as to make losses, if any, payable to Lessor, or its assignees, as their respective interests may appear, shall name Lessor and its assignees as additional insureds, and shall be in form and amount and with insurance companies reasonably satisfactory to Lessor. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that (a) it will give Lessor thirty (30) days' prior written notice of the effective date of any material alteration or cancellation of such policy; and (b) insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy or policies. The Net Proceeds (as defined in Section 8.01) of the insurance required in this Section 7.04 shall be applied as provided in Section 8.01 hereof.

In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair or operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums therefore or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced by Lessor shall be payable on the next succeeding Rental Payment due date together with interest thereon from the date of advance by Lessor at the rate of twelve percent (12%) per annum.

Section 7.05. Location of Equipment. Lessee shall notify Lessor of the location at or within which the Equipment is being or is to be regularly located or stored promptly upon acceptance and shall thereafter inform Lessor of any change in that location.

Section 7.06. Modifications. Without the prior written consent of Lessor, Lessee shall not make any alterations, modifications, or attachments to the Equipment which cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. Upon return of the Equipment, at Lessor's request, Lessee, at its sole cost and expense, will remove all alterations, additions and attachments and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear excepted.

ARTICLE VIII DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 8.01. Damage, Destruction and Condemnation. If prior to the termination of the Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, then, provided the Equipment is not deemed a total loss, Lessee and Lessor shall cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair or restoration of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessor for application against the Purchase Price. In the event of total destruction of or damage to the Equipment, Lessor and Lessee shall cause the Net Proceeds to be paid to Lessor for application against the Purchase Price applicable for the next succeeding Rental Payment due date, as set forth on the Schedule of Payments, plus a pro rata allocation of interest, at the rate utilized to establish the Rental Payments, from the due date of the immediately preceding Rental Payment until the date of the payment. For purposes of Section 7.04 and this Article VIII, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claim or award.

ARTICLE IX DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES USE OF THE EQUIPMENT

Section 9.01. Disclaimer of Warranties. LESSOR, NOT BEING A SELLER OF THE EQUIPMENT (AS SUCH TERM IS USED IN THE UNIFORM COMMERCIAL CODE AS ENACTED IN THE STATE) NOR A SELLER'S AGENT, HEREBY EXPRESSLY DISCLAIMS, AND MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO LESSOR, LESSEE PURCHASES THE EQUIPMENT AS IS. In no event shall

Lessor be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of the Equipment.

Section 9.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Term, so long as Lessee shall not be in default hereunder, for the purpose of asserting from time to time whatever claims and rights which Lessor may have against the Vendor, including warranty claims with respect to the Equipment, but for no other purpose whatsoever. Lessee's sole remedy for the breach of a warranty shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matters have any effect whatsoever on this Agreement, including Lessee's obligation to make timely Rental Payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties from the Vendor of the Equipment.

ARTICLE X CONSUMMATION OF PURCHASE

Section 10.01. Consummation of Purchase. At the request of Lessee, Lessor's interest in the Equipment will be transferred, conveyed and assigned permanently to Lessee and this Agreement shall terminate:

(a) at the end of the Term, upon payment in full of all Rental Payments due hereunder and all other sums required to be paid hereunder; or

(b) on any date after thirty (30) days' advance notice, upon payment by Lessee, or upon payment by any purchaser authorized and directed by Lessee to acquire the Equipment, of the then applicable Purchase Price as set forth in the Amortization Schedule and all other sums required to be paid hereunder, including any interest which may have accrued since the previous Rental Payment date or the date upon which interest began accruing on the lease, whichever date is later.

Upon the occurrence of either of the above, Lessor shall permanently transfer to Lessee in full all of Lessor's remaining right, title and interest in and to the Equipment and to any Vendor's warranties which may be applicable thereto, free and clear of all liens and encumbrances created by or arising through Lessor, with special warranty and warranty of further assurances but without other warranties.

ARTICLE XI ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 11.01. Assignment by Lessor. This Agreement, Lessor's interest in the Equipment and right of Lessor to receive payments hereunder may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time without the necessity of obtaining the consent of Lessee. However, no assignment or reassignment of any of Lessor's right, title or interest in this Agreement or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment. Upon receipt of the notice described above, Lessee agrees to make all payments to the assignee designated in the assignment, and shall, if so requested, acknowledge the assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

Section 11.02. Assignment and Subleasing by Lessee. Lessee may assign the option to purchase the Equipment as provided in Section 10.01, above. This Agreement and the interest of Lessee in the Equipment may not otherwise be sold, leased, pledged, assigned or otherwise encumbered by Lessee for any reason without the express prior written consent of Lessor.

Section 11.03. Covenants. Lessee agrees, to the extent permitted by applicable law, and in a manner to be determined solely by Lessee, to assist Lessor in the defense by Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest, arising out of or as the result of the Equipment, including the ordering, acquisition, manufacture, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person, unless the loss shall have been caused by the acts or omissions of Lessor, its officers, employees or agents.

**ARTICLE XII
EVENTS OF DEFAULT AND REMEDIES**

Section 12.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time and manner specified herein; or

(b) Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder for a period of thirty (30) days after written notice to Lessee by Lessor specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; or

(c) Any certificate, statement, representation, warranty or audit contained herein or heretofore or hereafter furnished with respect hereto by or on behalf of Lessee proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Lessee; or

(d) Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, moratorium or similar relief under any existing or future bankruptcy, insolvency or other similar laws.

Section 12.02. Remedies on Default. Whenever any event of default referred to in Section 12.01 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Terminate this Agreement, retake possession of the Equipment and sell, lease or sublease it, or any item thereof for the account of Lessor, holding Lessee liable for all payments and charges due up to the effective date of such termination.

(b) Require Lessee to deliver the Equipment to Lessor at the point of origin or any other reasonable location designated by Lessor at Lessee's sole risk, cost and expense and in the condition required by Section 7.02 hereof; or

(c) Take whatever other action at law or in equity that may appear necessary or desirable to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement.

In addition, Lessee will remain liable for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE XIII
TAX PROVISIONS**

Section 13.01. [SECTION INTENTIONALLY DELETED].

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01. Miscellaneous. The following miscellaneous provisions are an integral part of this Agreement:

(a) Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses set forth on the signature page hereof;

(b) Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, Lessor and Lessee and their respective successors and assigns;

(c) Severability/Survival. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The obligations of Lessee under Sections 7.03 and 11.03 which accrue during the term shall survive termination of this Agreement;

(d) Amendments, Changes and Modifications. This Agreement may be amended only by written agreement of Lessor and Lessee;

(e) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument;

(f) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma;

(g) Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement;

(h) Waiver. No covenant or condition of this Agreement can be waived except by the written consent of Lessor. Any failure of Lessor to require strict performance by Lessee or any waiver by Lessor of any term, covenant or agreement herein shall not be construed as a waiver of any other breach of the same or any other term, covenant or agreement herein;

(i) Entire Agreement. This Agreement, together with the documents attached hereto and other agreements referred to herein, constitutes the entire agreement between the parties;

(j) Time. Time is of the essence of this Agreement.

(k) Usury. Notwithstanding anything contained in this Agreement to the contrary, in no event shall interest contracted for, charged or received hereunder, plus any other charges in connection herewith that constitute interest on this Agreement under applicable law, result in a net effective interest rate in excess of that allowable under applicable law. The amounts of such interest or other charges previously paid to Lessor in excess of the amounts permitted by the preceding sentence shall be applied by Lessor to reduce the principal of the indebtedness incurred by Purchaser pursuant to this Agreement, or, at the option of Lessor, be refunded. To the extent permitted by applicable law then in effect, determination of the maximum net effective interest rate shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of this Agreement and such indebtedness, all interest at any time contracted for, charged or received from Purchaser hereof in connection with the indebtedness evidenced hereby, so that the actual rate of interest on such indebtedness is uniform throughout the term hereof. Interest on the unpaid amounts under this Agreement shall be computed as simple interest.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

LESSOR:
BOK Financial Equipment Finance, Inc.

By: _____
Zane Burgess, President

LESSEE:
City of Broken Arrow, Oklahoma

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT A

DESCRIPTION OF EQUIPMENT

SEE ATTACHED EXHIBIT A

EQUIPMENT LOCATION

SEE ATTACHED EXHIBIT A

City of Broken Arrow, Oklahoma

Exhibit "A" to
CBAL1180193-001

All equipment (Collateral) now owned or hereafter acquired, wherever located and financed/leased by and between BOK Financial Equipment Finance, Inc. ("Lessor") and City of Broken Arrow, Oklahoma ("Lessee"). Leased property and Equipment (Collateral) as shown below, plus all replacement parts, substitutions, additions, attachments, modifications, updates, upgrades, revisions, new revisions, improvements, enhancements, accessories, accessions and all proceeds of all the foregoing (including cash and non-cash proceeds and insurance proceeds).

Vendor	Invoice No.	Description	Qty.	VIN #	Amount	Equipment Location
--------	-------------	-------------	------	-------	--------	--------------------

TO BE COMPLETED WITH SPECIFIC INFORMATION
ONCE THE EQUIPMENT IS FUNDED.

Equipment Locations: Code: Address:

AMORTIZATION SCHEDULE

Name of Lessee: City of Broken Arrow, Oklahoma
 Name of Lessor: BOK Financial Equipment Finance, Inc.
 Principal Amount of Lease: \$930,000.00
 Interest Rate on Lease: 3.38%
 Payments: Annually in Arrears
 Payment Amount: \$205,278.16
 Interest Start Date: December 1, 2017

<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Ending Balance</u>
12/1/2017	\$ 0.00	\$ 0.00	\$(930,000.00)	\$930,000.00
12/1/2018	\$ 205,278.16	\$31,434.00	\$ 173,844.16	\$756,155.84
12/1/2019	\$ 205,278.16	\$25,558.07	\$ 179,720.10	\$576,435.74
12/1/2020	\$ 205,278.16	\$19,483.53	\$ 185,794.64	\$390,641.11
12/1/2021	\$ 205,278.16	\$13,203.67	\$ 192,074.49	\$198,566.61
12/1/2022	\$ 205,278.16	\$ 6,711.55	\$ 198,566.61	\$ 0.00
Total	\$1,026,390.82	\$96,390.82	\$ (0.00)	

LESSOR'S ACCEPTANCE:
 BOK Financial Equipment Finance, Inc.

LESSEE'S ACCEPTANCE:
 City of Broken Arrow, Oklahoma

By: _____
 Zane Burgess, President

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

SCHEDULE OF PAYMENTS

(Escrow Funded)

Pertaining to that certain Equipment Lease/Purchase Agreement dated October 16, 2017 (the "Agreement") in the amount of \$930,000.00, between BOK Financial Equipment Finance, Inc. ("Lessor") and City of Broken Arrow, Oklahoma ("Lessee"). All terms not defined herein have their meanings described in the Agreement.

A. RENTAL PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS. The Rental Payments required under the Agreement for the Equipment described in the attached Description of Equipment shall be as set forth in the Amortization Schedule attached hereto. A portion of each Rental Payment is paid as and represents payment of interest as set forth in such Amortization Schedule. Lessee agrees to and shall pay all transportation and/or delivery costs, if any.

B. LAST ACCEPTANCE DATE. The Equipment subject to the Agreement must be accepted by the Lessee within eighteen (18) months from the date hereof.

C. LATE PAYMENTS. There will be a charge of the greater of one percent (1%) per month or the highest legal rate allowed by governing law on the amount of any Rental Payment which remains unpaid for five (5) days after the date due.

D. BUDGETARY PERIOD. Lessee's budgetary period is from July 1st to June 30th.

E. APPROPRIATION. Lessee confirms that sufficient funds have been appropriated to make all Rental Payments due during its current fiscal year and expects and anticipates that sufficient funds will be available to make all Rental Payments due in subsequent years.

F. ACCRUED INTEREST. Lessor agrees that should the funding into Escrow of the Agreement take place after the date set out in the Amortization Schedule for the commencement of interests Lessor shall deposit into such Escrow Fund an amount equal to the interest that shall have accrued since such commencement of interest.

THE TERMS GOVERNING THIS SCHEDULE OF PAYMENTS ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH HEREIN.

LESSOR:
BOK Financial Equipment Finance, Inc.

LESSEE:
City of Broken Arrow, Oklahoma

By: _____
Zane Burgess, President

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

ACCEPTANCE CERTIFICATE

NO. ____

(Escrow Funded)

THIS ACCEPTANCE CERTIFICATE is issued pursuant to that certain Equipment Lease/Purchase Agreement dated October 16, 2017 (the "Agreement") between BOK Financial Equipment Finance, Inc. ("Lessor") and City of Broken Arrow, Oklahoma ("Lessee"). All terms not defined herein shall have their meanings described in the Agreement.

1. The undersigned, as Lessee under the Agreement, acknowledges delivery, installation and receipt in good condition and hereby accepts, all of the Equipment described on the attached Description of Equipment dated October 16, 2017.

2. Lessee confirms that it will make all Rental Payments required by and in accordance with Article V of the Agreement, and that sufficient funds have been appropriated to make such payments for its current fiscal year. Lessee expects and anticipates that sufficient funds will be available to make all Rental Payments due in subsequent fiscal years.

3. The Equipment is covered by insurance in the types and amounts required by the Agreement and is located at the location set forth in the attached Description of Equipment.

4. No event of default, as such term is defined in the Agreement, and no event which with the giving of notice of lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.

5. Lessee hereby authorizes and directs Lessor to fund the acquisition of the Equipment by paying the Vendor(s) the invoice price(s) as set forth on the attached Description of Equipment, and certifies that upon such payment, Lessor will have fully and satisfactorily performed all of its covenants and obligations under the Agreement with respect to the Equipment.

6. The Equipment is personal property and will not become either real property, fixtures or inventory.

LESSEE:
City of Broken Arrow, Oklahoma

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

NO ARBITRAGE CERTIFICATE

THIS CERTIFICATE is issued in connection with the Equipment Lease/Purchase Agreement dated as of October 16, 2017 between BOK Financial Equipment Finance, Inc. ("Lessor") and City of Broken Arrow, Oklahoma ("Lessee"). All terms not defined herein shall have their meanings described in the Agreement.

1. In General.

1.1 This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Equipment Lease/Purchase Agreement dated as of October 16, 2017, between Lessor and Lessee and all related documents executed pursuant thereto (the "Financing Documents").

1.2 The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.

1.3 To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

1.4 Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.

2. Purpose of the Financing Documents. The Financing Documents are being entered into for the purpose of providing certain funds for financing the cost of acquiring, equipping and installing certain equipment which is essential to the governmental functions of Lessee (the "Equipment") which Equipment is or is to be more specifically described in one or more Certificates of Acceptance executed pursuant to the Equipment Lease/Purchase Agreement. Such funds will be deposited in escrow by Lessor pending acquisition of the Equipment. Such funds shall not be used directly or indirectly to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.

3. Sources and Disbursement of Funds. The total purchase price for the Equipment is expected to be \$930,000.00, of which \$930,000.00 will be deposited by Lessor in an escrow fund that will be used to make purchase price payments to the vendor(s) or manufacturer(s) of the Equipment, and the remainder provided by Lessee. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

4. Temporary Period.

4.1 The Equipment will be delivered at various times through June 30, 2018. It is anticipated that all Equipment will be delivered and accepted, and all funds provided by Lessor expended, prior to June 30, 2018.

4.2 The total purchase price of the Equipment is not required to be paid to the vendor(s) or manufacturer(s) thereof until the Equipment has been accepted by Lessee.

5. Escrow Account. The Financing Documents provide that the \$930,000.00 to be deposited with an escrow agent is anticipated to be used for acquisition of the Equipment. Further, it is anticipated that these monies shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 145(a) or Section 149(B) of the Internal Revenue Code of 1986, as amended, respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment.

LESSEE:
City of Broken Arrow, Oklahoma

By: _____

Name: _____

Title: _____

Date: _____

ESCROW AGREEMENT

RE: Equipment Lease/Purchase Agreement (the "Agreement") between BOK Financial Equipment Finance, Inc. ("Lessor") and City of Broken Arrow, Oklahoma ("Lessee") dated October 16, 2017.

This Escrow Agreement (the "Escrow") is dated October 16, 2017 by and between City of Broken Arrow, Oklahoma, as Lessee, and BOK Financial Equipment Finance, Inc., as Lessor.

Lessor agrees to place the proceeds of lease into an Escrow Account to be held at BOK Financial Equipment Finance, Inc., for the account of Lessee, for the express purpose of obtaining the Equipment as listed in Exhibit A in the Agreement. Interest shall accrue under the terms of this Escrow at a rate of not less than current market rates, credited monthly and compounded semi-annually. All earnings from such escrow shall accrue to the Lessee and all monies remaining in such escrow after final acceptance of the Equipment by Lessee shall be credited by Lessor against future lease payments owed by Lessee as reflected in the payment amounts provided in the Agreement. Lessee agrees to abide by the following terms in addition to those in the Agreement.

1. Funds will be used only for the acquisition of the Equipment listed in Exhibit A. If any substitutions are made, Lessee agrees to inform Lessor of such substitutions and, if needed, agrees to execute additional documentation in order to record such substitutions.

2. Lessee will place the orders to all vendors for the Equipment Lessor will make payment to the vendors of the Equipment upon delivery and acceptance (or partial acceptance) of the Equipment by Lessee from the proceeds of the escrow account.

3. The commencement date of the Agreement is December 1, 2017. Payments are to be made in accordance with the terms of the Agreement as set out in the Schedule of Payments and Amortization Schedule.

4. Notwithstanding any dispute between Lessee and Lessor or Lessor or any dispute between Lessee and any vendor or any other person, Lessee will make all payments in accordance with the terms of the Agreement and the Schedule of Payments attached thereto and will not withhold any payment pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments as set out under the Agreement. Lessee's obligation to make payments shall not be abated through accident or unforeseen circumstances.

LESSOR:
BOK Financial Equipment Finance, Inc.

LESSEE:
City of Broken Arrow, Oklahoma

By: _____
Zane Burgess, President

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

ESCROW AGENT:
BOKF, NA

By: _____

Name: _____

Title: _____

Date: _____

(FORM OF LESSEE'S COUNSEL OPINION)
(To be typed on Counsel's Letterhead)

BOK Financial Equipment Finance, Inc.
5956 Sherry Lane, Suite 600
Dallas, TX 75225

Gentlemen:

As counsel for City of Broken Arrow, Oklahoma ("Lessee"), we have examined a duly executed original of the Equipment Lease/Purchase Agreement dated as of October 16, 2017 (the "Agreement") between Lessee and BOK Financial Equipment Finance, Inc. ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination of law and fact as we have deemed necessary or appropriate for such purposes of the opinions set forth below, we are of the opinion that:

1. Lessee is a body politic, legally existing under the laws of the State of Oklahoma ("State").
2. The Agreement and the Proceedings has been duly adopted, authorized, executed and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal or binding.
3. The governing body of Lessee has complied with all applicable open meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Agreement was authorized.
4. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application affecting the enforcement of creditor rights.
5. Either there are no usury laws of the State applicable to the Agreement, or the Agreement is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Equipment (as defined in the Agreement) from Lessor under the Agreement, or the acquisition and leasing of the Equipment from Lessor under the Agreement comply with all such procurement and public bidding laws as may be applicable.
7. There are no legal or governmental proceeding or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefore) wherein an unfavorable decision, ruling or finding might adversely affect Lessee's ability to perform its obligations under the Agreement.
8. The adoption, execution and/or delivery of the Agreement and the Proceedings, and the compliance by lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which lessee is subject or by which Lessee is or may be bound.

This opinion is for the sole benefit of, and may be relied upon only by, you and any permitted assignee or subassignee of Lessor, under the Agreement.

Sincerely,

CERTIFICATE OF RESOLUTION

I, _____, do hereby certify that I am the duly elected or appointed and acting _____ (Title) of City of Broken Arrow, Oklahoma, a political subdivision duly organized and existing under the laws of the State of Oklahoma (the "Lessee"), and that the foregoing resolution has been presented to and duly adopted by the governing body at a meeting duly held and convened in accordance with applicable law on _____, 20____.

I further certify that attached hereto is a true and complete certified copy of the public notice and agenda posted at the City Council Office, at least seventy-two (72) hours prior to the meeting wherein said resolution was adopted, excluding Saturdays, Sundays and legal holidays.

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal hereto this ____ day of _____, 20____.

LESSEE:
City of Broken Arrow, Oklahoma

By: _____

Name: _____

Title: _____

Date: _____

CERTIFICATE OF APPROPRIATION

I, _____, the duly elected or appointed and acting _____ (Title) of City of Broken Arrow, Oklahoma ("Lessee") hereby certify that all rental payments due by Lessee under that certain Equipment Lease/Purchase Agreement between Lessee and BOK Financial Equipment Finance, Inc., as Lessor, for the fiscal year ending _____, 20__ are within such fiscal year's budget for Lessee and within an available, unexhausted and unencumbered appropriation for Lessee.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

LESSEE:
City of Broken Arrow, Oklahoma

By: _____

Name: _____

Title: _____

INCUMBENCY CERTIFICATE

I, _____, do hereby certify that I am the duly elected or appointed and acting _____ (Title) of City of Broken Arrow, Oklahoma, a political subdivision or agency duly organized and existing under the laws of the State of Oklahoma, that I have custody of the records of such entity, and that as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Equipment Lease/Purchase Agreement between such entity and BOK Financial Equipment Finance, Inc.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this ____ day of _____, 20__.

LESSEE:
City of Broken Arrow, Oklahoma

By: _____

Name: _____

Title: _____

PAY PROCEEDS

To: BOK Financial Equipment Finance, Inc.
5956 Sherry Lane, Suite 600
Dallas, TX 75225

Lessee No.: CBAL1180193-001

RE: Equipment leased under Equipment Lease/Purchase Agreement dated as of October 16, 2017 (the "Lease")
between the undersigned and BOK Financial Equipment Finance, Inc. ("Lessor")

Gentlemen:

You are hereby irrevocably authorized and directed to pay the proceeds of the lease to:

VENDOR(S):

Wire transfer to:
Bank:
ABA#:
City & State:
Amount:
Account Name:
Account Number:

**TO BE COMPLETED AT TIME OF FUNDING.
THIS IS A DRAFT VERSION OF THE DOCUMENT
AND CANNOT BE COMPLETED WITHOUT ADDITIONAL INFORMATION.**

LESSEE:

Wire transfer to:
Bank:
ABA#:
City & State:
Amount:
Account Name:
Account Number:

FUNDING TOTAL:

Sincerely,

City of Broken Arrow, Oklahoma
("Lessee")

By: _____

Name: _____

Title: _____

Dated: _____

**ESCROW ACCOUNT DOCUMENTS
(SEE ATTACHED)**

Other documents may be required when the Escrow Account is ready to be open and funded (as required).

Customer Identification Matrix - Minimum Documentation by Type of Customer and Account



All customers must provide their legal name (individual name, corporate name, partnership name, etc.), street address (no PO Box), date of birth for individuals, and identification number. You must record within the account opening platform the ID relied upon noting issuer, type of ID, place of issuance, ID number and date of expiration.

ALL IDENTIFICATION DOCUMENTS RELIED UPON MUST BE UNEXPIRED.

ALL IDENTIFICATION DOCUMENTS FOR BUSINESS ENTITIES MUST BE IN ENGLISH OR A TRANSLATION TO ENGLISH MUST BE PROVIDED.

FAILURE TO RECORD ABOVE INFORMATION MAY RESULT IN ACCOUNT CLOSURE.

If the type of entity is...	Refer to the CIP Rules and Requirements document for a list of acceptable Primary and Secondary identification. *See pages 4-5 for entity document name variations by state and links to the documents
Individual	Keep record of the description of the Primary / Secondary ID: <ol style="list-style-type: none"> 1. ID Type 2. Place of issuance 3. Number 4. Date of Issuance 5. Expiration Date, if applicable
For entities...	Obtain copies of the documents requested below.
Sole Proprietor (requires identity information/verification of sole proprietor)	Letter from the IRS assigning an EIN, or Business license, or fictitious/assumed name registration, as applicable Keep record of the description of the Primary / Secondary ID: <ol style="list-style-type: none"> 1. ID Type 2. Place of issuance 3. Number 4. Date of Issuance 5. Expiration Date, if applicable
Corporation	Certificate or verification of good standing, issued within the last year, if entity is older than 1 year or Articles of Incorporation (and verification of good standing if the Articles of Incorporation is more than 1 year old) or Government issued business license
General Partnership	Partnership agreement or Business license, or fictitious name registration, as applicable or Letter from the IRS assigning an EIN
Limited Partnership	Certificate or verification of good standing, issued within the last year, if entity is older than 1 year or Limited Partnership Agreement (and verification of good standing if the Partnership Agreement is more than 1 year old)

Customer Identification Matrix - Minimum Documentation by Type of Customer and Account



All customers must provide their legal name (individual name, corporate name, partnership name, etc.), street address (no PO Box), date of birth for individuals, and identification number. You must record within the account opening platform the ID relied upon noting issuer, type of ID, place of issuance, ID number and date of expiration.

ALL IDENTIFICATION DOCUMENTS RELIED UPON MUST BE UNEXPIRED.

ALL IDENTIFICATION DOCUMENTS FOR BUSINESS ENTITIES MUST BE IN ENGLISH OR A TRANSLATION TO ENGLISH MUST BE PROVIDED.

FAILURE TO RECORD ABOVE INFORMATION MAY RESULT IN ACCOUNT CLOSURE.

<p>If the type of entity is...</p>	<p>Refer to the CIP Rules and Requirements document for a list of acceptable Primary and Secondary identification.</p> <p>*See pages 4-5 for entity document name variations by state and links to the documents</p>
<p>LLC (Limited Liability Corporation)</p>	<p>Certificate or verification of good standing, issued within the last year, if entity is older than 1 year or Limited Liability Company Articles of Organization (and verification of good standing if the LLC Articles is more than 1 year old)</p>
<p>LLP or LLLP (Limited Liability Partnership or Limited Liability Limited Partnership)</p>	<p>Certificate or verification of good standing, issued within the last year, if entity is older than 1 year or Certificate of Limited Liability Partnership/Statement of Qualification (and verification of good standing if the Certificate of LLP/Stmt of Qualification is more than 1 year old)</p>
<p>Joint Venture (For each member of the Joint Venture)</p>	<p>Certificate or verification of good standing, issued within the last year, of principals if entities are older than 1 year Or Formation Document of principals according to organization structure (and verification of good standing if the Articles of Incorporation is more than 1 year old) And Joint Venture agreements</p>
<p>Revocable Trust</p>	<p>A written certification of the trust's terms executed by the trustee or the attorney who prepared the document or Title and signature page from trust agreement</p>
<p>Irrevocable Trust</p>	<p>A written certification of the trust's terms executed by the trustee or the attorney who prepared the document or Title and signature page from trust agreement</p>

Customer Identification Matrix - Minimum Documentation by Type of Customer and Account



All customers must provide their legal name (individual name, corporate name, partnership name, etc.), street address (no PO Box), date of birth for individuals, and identification number. You must record within the account opening platform the ID relied upon noting issuer, type of ID, place of issuance, ID number and date of expiration.

ALL IDENTIFICATION DOCUMENTS RELIED UPON MUST BE UNEXPIRED.

ALL IDENTIFICATION DOCUMENTS FOR BUSINESS ENTITIES MUST BE IN ENGLISH OR A TRANSLATION TO ENGLISH MUST BE PROVIDED.

FAILURE TO RECORD ABOVE INFORMATION MAY RESULT IN ACCOUNT CLOSURE.

If the type of entity is...	<p>Refer to the CIP Rules and Requirements document for a list of acceptable Primary and Secondary identification.</p> <p>*See pages 4-5 for entity document name variations by state and links to the documents</p>
Association	<p>Organization Formation agreement or Copy of letter from IRS awarding tax exempt or non-profit status, if applicable or A document issued by any type of government office, or a state and regional office of the same entity, recognizing the local organization, if applicable</p>

! Report suspicious or unusual activity to the Bank Secrecy Act department by completing the Suspicious Activity Notification Form. The form is located on the Corporate Compliance web page or by clicking on the following link: <http://intranet.bok.com/compliance/bsa.htm>

MOST USED NAMES OF FORMATION DOCUMENTS, BY STATE:

State	Corporation	Non-Profit Corporation	Limited Liability Company	Limited Partnership	Limited Liability Partnership	Limited Liability Limited Partnership	Sole Proprietor
<u>Oklahoma</u>	Certificate of Incorporation	Certificate of Incorporation	Articles of Organization	Certificate of Limited Partnership	Limited Liability Partnership Statement of Qualification	Limited Liability Partnership Statement of Qualification	Trade Name/Fictitious Name if not using your own name
<u>Texas</u>	Certificate of Formation	Certificate of Formation	Certificate of Formation	Certificate of Formation	Registration of a Limited Liability Partnership	Registration of a Limited Liability Partnership	Assumed Name Certificate if not using your own name
<u>Colorado</u>	Articles of Incorporation	Articles of Incorporation	Articles of Organization	Certificate of Limited Partnership, Or Statement of Registration for a Limited Partnership	Certificate of Limited Partnership, Or Statement of Registration for a Limited Liability Partnership	Certificate of Limited Partnership, Or Statement of Registration for a Limited Liability Limited Partnership	Trade Name if not using your own name
<u>Kansas</u>	Articles of Incorporation	Not-For-Profit Corporation Articles of Incorporation	Articles of Incorporation	Certificate for a Kansas Limited Partnership	Kansas Limited Liability Partnership Statement of Qualification	Kansas Limited Liability Partnership Statement of Qualification	Does not register fictitious names
<u>New Mexico</u>	Articles of Incorporation	Articles of Incorporation	Articles of Organization	<u>Certificate of Limited Partnership</u>	<u>Statement of Qualification for a New Mexico Limited Liability Partnership</u>	<u>Certificate of Limited Partnership or Statement of Qualification for a New Mexico Limited Liability Partnership</u>	Not required
<u>Missouri</u>	Articles of Incorporation	Articles of Incorporation	Articles of Organization	Certificate of Limited Partnership	Application for Registration of a Limited Liability Partnership	Application for Registration of a Limited Liability Partnership	Fictitious Name Registration if not using your own name
<u>Arkansas</u>	Articles of Incorporation	Articles of Incorporation	Articles of Organization	Certificate of Limited Partnership	Application for Qualification of a Limited Liability Partnership, Or Statement of Qualification of a Limited Liability Partnership	Certificate of Limited Liability Limited Partnership, Or Application for Registration of a Limited Liability Limited Partnership	Certificate for Doing Business Under an Assumed Name
<u>Arizona</u>	Articles of Incorporation	Articles of Incorporation	Articles of Organization	Certificate of Limited Partnership	Statement of Qualification to be a Limited Liability Partnership, Or Application for Qualification of a Limited Liability Partnership	Statement of Qualification to be a Limited Liability Partnership, Or Application for Qualification of a Limited Liability Partnership	Not required, but encouraged. Trade Name Application can be filed at state or county level

State	Corporation	Non-Profit Corporation	Limited Liability Company	Limited Partnership	Limited Liability Partnership	Limited Liability Limited Partnership	Sole Proprietor
Delaware	Certificate of Incorporation	Non-Profit Certificate of Incorporation	Certificate of Formation	Certificate of Limited Partnership	Statement of Qualification of a Limited Liability Partnership	Statement of Qualification of a Limited Liability Limited Partnership	Trade Name Certificate if not using your own name
Nevada	Articles of Incorporation	Non-Profit Articles of Incorporation	Articles of Organization	Certificate of Limited Partnership	Certificate of Registration of a Limited-Liability Partnership	Certificate of Limited Partnership And Certificate of Registration of a Limited-Liability Limited Partnership	Fictitious Name Certificate if not using your own name

*Links are to the proper page of each state where forms may be found. Certain states have a different website setup and additional links are added where necessary to help locate the proper document.

Not included in the list above are –

1. General Partnerships, which typically are not required to register with a government authority;
2. Joint Ventures, which are commercial agreements between entities, not a separate government created or recognized entity.

Definitions and links –

Corporation - [Articles of Incorporation \(Certificate of Incorporation\)](#)

LLC - [Articles of Organization](#)

LP/LLP/LLLP - Statement of Qualification or Certificate of Registration - Each state establishes their own requirements for filing a certificate of limited liability partnership. Generally, the business must provide its name, the service it provides, the name and address of its agent, and the name and address of the contact partner.

Fictitious Name Certificate – A legal document showing the operating name of a company, as opposed to the legal name of the company. In the case of a corporation, a fictitious business name is any name other than the corporate name stated in its articles of incorporation.

Beneficial Ownership Form (25% or more in ownership)

The Beneficial Ownership requirement mandate comes from the Financial Crimes Enforcement Network (FinCEN).

As explained in FinCEN's proposal; "To help the government fight financial crime, federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who ultimately own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes."

OWNERSHIP INTEREST #1

Select Beneficial Owner Type: Individual Business Ownership Interest: _____ %

First name and middle initial _____ Last name _____ Business name _____

Street Address (P.O. Boxes only are not acceptable) _____ City _____ State _____ Zip _____

SSN/Tax ID _____ Date of Birth (if applicable) _____

Is the individual a Politically Exposed Person? Yes No

If yes, select the type of Politically Exposed Person. Foreign Domestic Both

OWNERSHIP INTEREST #2

Select Beneficial Owner Type: Individual Business Ownership Interest: _____ %

First name and middle initial _____ Last name _____ Business name _____

Street Address (P.O. Boxes only are not acceptable) _____ City _____ State _____ Zip _____

SSN/Tax ID _____ Date of Birth (if applicable) _____

Is the individual a Politically Exposed Person? Yes No

If yes, select the type of Politically Exposed Person. Foreign Domestic Both

OWNERSHIP INTEREST #3

Select Beneficial Owner Type: Individual Business Ownership Interest: _____ %

First name and middle initial _____ Last name _____ Business name _____

Street Address (P.O. Boxes only are not acceptable) _____ City _____ State _____ Zip _____

SSN/Tax ID _____ Date of Birth (if applicable) _____

Is the individual a Politically Exposed Person? Yes No

If yes, select the type of Politically Exposed Person. Foreign Domestic Both

OWNERSHIP INTEREST #4

Select Beneficial Owner Type: Individual Business

Ownership Interest: _____ %

First name and middle initial _____

Last name _____

Business name _____

Street Address (P.O. Boxes only are not acceptable) _____

City _____

State _____

Zip _____

SSN/Tax ID _____

Date of Birth (if applicable) _____

Is the individual a Politically Exposed Person?

Yes

No

If yes, select the type of Politically Exposed Person.

Foreign

Domestic

Both

Investment Selection and Disclosure Form for Short-Term Investment Vehicle

Re: Account Name _____
Account Numbers _____

Investment Directive

Until further notice is provided, the undersigned directs BOKF, NA to invest cash funds in shares of the indicated money market fund as the sweep vehicle for all accounts related to the above-referenced bond issue.

Description of the investment vehicle

- Federated Govt Obligations Fund (cusip - 60934N153, GORXX)
Federated Govt Obligations Fund Prospectus

- Goldman Sachs Financial Square Govt Fund (cusip – 38145C836, GGPXX)
Goldman Sachs Financial Squares Prospectus

- BlackRock Liquidity: Fed Fund (cusip – 09248U437, BFRXX)
BlackRock Liquidity FedFund Prospectus

FUNDS IN YOUR ACCOUNT(S) CANNOT BE INVESTED UNTIL A PROSPECTUS IS DELIVERED TO YOU AND INVESTMENT DIRECTIONS IN ACCORDANCE WITH THE ACCOUNT'S GOVERNING DOCUMENTS ARE RECEIVED. SOME FUNDS MAY NOT BE ELIGIBLE INVESTMENTS FOR YOUR ACCOUNT. REFER TO THE PROSPECTUS FOR EACH FUND FOR A DETAILED DESCRIPTION OF FUND INVESTMENT OBJECTIVES AND FEES. THESE FUNDS ARE NOT INSURED BY THE FDIC, NOR ARE THEY OBLIGATIONS OF BOKF, NA OR ITS AFFILIATES. INVESTMENT IN THE FUNDS MAY RESULT IN A LOSS OF THE UNDERSIGNED AMOUNT INVESTED.

I have read a prospectus for the fund indicated above and hereby authorize and direct BOKF, NA to invest and reinvest the assets of the account(s) referenced above in the fund indicated. I understand that for the fund listed above, BOKF, NA or its affiliates or subsidiaries may be paid shareholder servicing, revenue sharing or other fees by the funds, and that the investment returns on the monies invested in the funds will be reduced by the fees paid. This approval shall continue in full force and effect until you receive written notification from me rescinding this approval.

Signed: _____

Name & Title: _____

Date: _____

Investment Selection and Disclosure Form for Short-Term Investment Vehicle

Re: Account Name _____
Account Numbers _____

Investment Directive

Until further notice is provided, the undersigned directs BOKF, NA to invest cash funds in shares of the indicated money market fund as the sweep vehicle for all accounts related to the above-referenced bond issue.

Description of the investment vehicle

- Federated Treasury Obligations Fund (CUSIP - 60934N120, TOTXX)
Federated Treasury Obligations Fund Prospectus

- Goldman Sachs Financial Square Treasury Instruments (CUSIP – 38145C737, GIPXX)
Goldman Sachs Financial Squares Prospectus

- Goldman Sachs Financial Square Treasury Solutions Fund (CUSIP – 38145C760, GFPXX)
Goldman Sachs Financial Squares Prospectus

FUNDS IN YOUR ACCOUNT(S) CANNOT BE INVESTED UNTIL A PROSPECTUS IS DELIVERED TO YOU AND INVESTMENT DIRECTIONS IN ACCORDANCE WITH THE ACCOUNT'S GOVERNING DOCUMENTS ARE RECEIVED. SOME FUNDS MAY NOT BE ELIGIBLE INVESTMENTS FOR YOUR ACCOUNT. REFER TO THE PROSPECTUS FOR EACH FUND FOR A DETAILED DESCRIPTION OF FUND INVESTMENT OBJECTIVES AND FEES. THESE FUNDS ARE NOT INSURED BY THE FDIC, NOR ARE THEY OBLIGATIONS OF BOKF, NA OR ITS AFFILIATES. INVESTMENT IN THE FUNDS MAY RESULT IN A LOSS OF THE UNDERSIGNED AMOUNT INVESTED.

I have read a prospectus for the fund indicated above and hereby authorize and direct BOKF, NA to invest and reinvest the assets of the account(s) referenced above in the fund indicated. I understand that for the fund listed above, BOKF, NA or its affiliates or subsidiaries may be paid shareholder servicing or other fees by the funds, and that the investment returns on the monies invested in the funds will be reduced by the fees paid. This approval shall continue in full force and effect until you receive written notification from me rescinding this approval.

Signed: _____

Name & Title: _____

Date: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <i>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</i> <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or				
Employer identification number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. **ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2
If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3
Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Line 4, Exemptions
If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.
Exempt payee code.
• Generally, individuals (including sole proprietors) are not exempt from backup withholding.
• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
• Corporations are not exempt with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.
The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.
1 - An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2 - The United States or any of its agencies or instrumentalities
3 - A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
5 - A corporation
6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
7 - A futures commission merchant registered with the Commodity Futures Trading Commission
8 - A real estate investment trust
9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
10 - A common trust fund operated by a bank under section 584(a)
11 - A financial institution
12 - A middleman known in the investment community as a nominee or custodian
13 - A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13. **IF the payment is for . . . THEN the payment is exempt for . . .**

Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000	Generally, exempt payees 1 through 5
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

Line 5
Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.
Line 6
Enter your city, state, and ZIP code.

Part 1. Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.
If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.
If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.
Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.
Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(d), and payments for services paid by a federal executive agency. Exemptions from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A - An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7701(a)(37)
B - The United States or any of its agencies or instrumentalities
C - A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
E - A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G - A real estate investment trust
H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I - A common trust fund as defined in section 584(a)
J - A bank as defined in section 581
K - A broker
L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
M - A tax exempt trust under a section 403(b) plan or section 457(g) plan
Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.
Line 5
Enter your city, state, and ZIP code.

Part 1. Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.
If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.
If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.
Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.
Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

See Form 1099-MISC, Miscellaneous Income, and its instructions.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be required to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account	Give name and SSN of:
1. Individual account	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee The actual owner
5. Sole proprietorship or disregarded entity owned by an individual	The owner
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor

For this type of account	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished. Circle the minor's name and furnish the minor's SSN.

Secure Your Tax Records from Identity Theft

Identify theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- Ensure your employer is protecting your SSN, and
- Protect your SSN.

To reduce your risk:

- Be careful when choosing a tax preparer.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward the message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Filing uses criminal litigation and to the Department of Justice for civil and commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to the partnership. The broker or nominee providing false or fraudulent information. A payee who does not give a TIN to the payer. Certain penalties may also apply for